

APPENDIX A.

PART I.

FORMS OF WRIT OF SUMMONS, ETC.

NO. 1.

GENERAL FORM OF WRIT OF SUMMONS.
(O. 2, rr. 2 and 5).

19 . (Here put the letter and number)

In the High Court of the Western Pacific,
(*State territory*)

Between A. B.,

Plaintiff,

and

C. D.,

Defendant.

ELIZABETH II, by the grace of God, of the United Kingdom of Great Britain and Northern Ireland and of her other Realms and Territories Queen, Head of the Commonwealth, Defender of the Faith.

To C. D. of (*State address*)

We command you, that within fourteen days after the service of this writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of A. B., and take notice that in default of your so doing the plaintiff may proceed therein, and judgment may be given in your absence.

Witness,

the day of in the year of Our
Lord One thousand nine hundred and

Memorandum to be subscribed on the writ.

N.B.—This writ is to be served within twelve calendar months from the date thereof, or, if renewed, within six calendar months from the date of the last renewal, including the day of such date, and not afterwards.

The defendant (or defendants) may appear hereto by entering an appearance (or appearances) either personally or by his advocate by leaving the appropriate forms and paying the fee of three and sixpence with, or forwarding the same together with the said fee and an addressed envelope foolscap size to, the Registrar.

Indorsements to be made on the writ before issue thereof.

The plaintiff's claim is for, etc.

This writ was issued by G. H., of
whose address for service is

advocate

for the said plaintiff, who resides at
(*State address*)

Indorsement to be made within three days after service.

This writ was served by me at _____ on the defendant
 on the _____ day of _____, 19____
 Indorsed the _____ day of _____, 19____
 (Signed)
 (Address)

No. 2.

SPECIALLY INDORSED WRIT, ORDER 3 RULE 5

(O. 2, r. 2).

(Heading as in No. 1).

ELIZABETH II, by the grace of God, etc. (*as in Form No. 1*).

To C.D. of _____ (*State address*)

We command you, etc. (*as in Form No. 1*)

Witness, etc. (*as in Form No. 1*).

N.B.—This writ is to be served within twelve calendar months from the date thereof, or, if renewed, within six calendar months from the date of the last renewal, including the day of such date, and not afterwards.

The defendant (defendants) may appear hereto by entering appearance (appearances) either personally or by his advocate by leaving the appropriate forms and paying the fee of three and sixpence with, or forwarding the same together with the said fee and an addressed envelope, foolscap size to, the Registrar.

If the defendant enters an appearance he must also deliver a defence within fourteen days from the last day of the time limited for appearance, unless such time is extended by the Court, otherwise judgment may be entered against him without notice, unless he has in the meantime been served with a summons for judgment.

Statement of claim:—

The plaintiff's claim is

Particulars:—

(Signed)

And the sum of £ _____ or such sum as may be allowed on taxation for costs, and also, in case the plaintiff obtains an order for substituted service, the further sum of £ _____ (or such sum as may be allowed on taxation). If the amount claimed be paid to the plaintiff or his advocate or agent within four days from the service hereof, further proceedings will be stayed.

Provided that if it appears from the indorsement of the writ that the plaintiff is resident outside the scheduled territories, as defined by any law in force relating to Exchange Control, or is acting by order or on behalf of a person so resident, or if the defendant is acting by order or on behalf of a person so resident, proceedings will only be stayed if the amount claimed is paid into Court within the said time and notice of such payment in is given to the plaintiff, or his advocate.

This writ was issued, etc. (*as in Form No. 1*).

The writ was served by me at _____ on _____
 the defendant _____ on _____ the _____ day
 of _____, 19 _____.

Indorsed the _____ day of _____, 19 _____.

(Signed)
 (Address)

No. 3.

WRIT FOR SERVICE OUT OF THE JURISDICTION, OR R.S.C.
 WHERE NOTICE OF WRIT IS TO BE SERVED OUT
 OF THE JURISDICTION.

(O. 2, r. 4).

(*Heading as in No. 1*).

ELIZABETH II, by the grace of God, etc. (*as in Form No. 1*).

To C.D., of _____ (*State address*)

We command you C.D., that within (*here insert the number of days directed by the Court or Judge ordering the service or notice*) days after service of this writ (*or notice of this writ, as the case may be*) on you, inclusive of the day of such service, you do cause an appearance to be entered for you in the High Court in an action at the suit of A.B., and take notice, that in default of your so doing the plaintiff may proceed therein, and judgment may be given in your absence. Witness, etc.,

Memorandum and Indorsement as in Form No. 1. (omitting paragraph as to appearance in person by post).

This writ (or notice of this writ) was served, etc. (*as in Form No. 1*).

Indorsement to be made on the writ before the issue thereof.

N.B.—This writ is to be used where the defendant or all the defendants or one or more defendant or defendants is or are out of jurisdiction. When the defendant to be served is not a British subject, and is not in British dominions, notice of this writ, and not the writ itself is to be served upon him.

No. 4.

R.S.C. SPECIALLY INDORSED WRIT FOR SERVICE
OUT OF JURISDICTION.

(O. 2, r. 4).

*(Heading as in No. 1).*ELIZABETH II, by the grace of God, &c. *(as in Form No. 1).*To C.D., of *(State address)*

*If notice of the writ is to be served, insert here, "of notice." We command you, that within *(insert number of days directed by the Court or Judge)* days after service* of this writ on you, inclusive of the day of such service you do cause an appearance to be entered for you in an action at the suit of

And take notice, that in default of your so doing the plaintiff may proceed therein, and judgment may be given in your absence.

Witness, &c.

N.B. This writ is to be served, &c. *(as in Form No. 2).*The defendant may appear, &c. *(as in Form No. 2).*If the defendant enters, &c. *(as in Form No. 2).**(Paragraph as to appearance in person by post omitted)**Statement of Claim:—*

The plaintiff's claim is

Particulars:—

*(Signed)*And £ *(or such sum as may be allowed on taxation)* for costs.

Insert number of days limited for appearance. †If notice to be served, insert here, "of notice." If the amount claimed is paid to the plaintiff or his advocate or agent within days from service† hereof, further proceedings will be stayed. Provided that if it appears from the indorsement of the writ that the plaintiff is resident outside the scheduled territories, as defined by any law relating to Exchange Control, or is acting by order or on behalf of a person so resident, or if the defendant is acting by order or on behalf of a person so resident, proceedings will only be stayed if the amount claimed is paid into Court within the said time and notice of such payment in is given to the plaintiff, his advocate or agent.

This writ was issued, &c. *(see Form 1 supra).*

This writ (or notice of this writ) was served &c.

N.B.—This writ is to be used, &c. *(as in Form No. 3 supra).*

No. 5.

NOTICE OF WRIT TO BE SERVED OUT OF THE JURISDICTION. R.S.C.

(O. 2, r. 4).

(Title, etc. as in No. 1).

To G.H., of (State address)

Take notice, that A.B., of _____, has commenced an action against you, G.H. in the High Court of the Western Pacific. by writ of that Court, dated the _____ day of _____, A.D., 19____; which writ is indorsed as follows (copy in full the indorsements) _____ and you are required within _____ days after the receipt of this notice, inclusive of the day of such receipt, to defend the said action, by causing an appearance to be entered for you in the said Court to the said action; and in default of your so doing, the said A.B. may proceed therein, and judgment may be given in your absence.

You may appear to the said writ by entering an appearance personally or by your advocate at the Registry of the Court at

(Signed) A.B. of _____ &c.
or
X.Y. of _____ &c.
Advocate for A.B.

This notice was served by me _____ of _____ at _____ on the defendant _____ on the _____ day of _____ 19____. Indorsed the _____ day of _____ 19____.

Signature and address of server.

N.B.—This notice is to be used where the person to be served is not a British subject, and is not in British dominions.

PART II.

GENERAL INDORSEMENTS ON WRITS OF SUMMONS. R.S.C. (O. 3, r. 3).

1. CREDITOR TO ADMINISTER ESTATE.

The plaintiff's claim is as a creditor of X.Y. of _____ deceased, to have the (real and) personal estate of the said X.Y. administered. The defendant is sued as the administrator (or, as the executor) of the said X.Y. (and the defendants E.F. and G.H. as his co-heirs-at-law, or, as the devisees of his real estate).

2. LEGATEE TO ADMINISTER ESTATE.

The plaintiff's claim is as a legatee under the will dated the _____ day of _____, 19____, of X.Y. deceased, to have the (real and) personal estate of the said X.Y. administered. The defendant C.D. is sued as the executor of the said X.Y. (and the defendants E.F. and G.H. as his devisees).

3. PARTNERSHIP.

The plaintiff's claim is to have an account taken of the partnership dealings between the plaintiff and defendant (under articles of partnership dated the day of), and to have the affairs of the partnership wound up.

4. BY MORTGAGEE.

The plaintiff's claim is to have an account taken of what is due to him for principal, interest and costs on a mortgage dated the day of , made between (or by deposit of title deed), and that the mortgage may be enforced by foreclosure or sale.

5. BY MORTGAGOR.

The plaintiff's claim is to have an account taken of what if anything is due on a mortgage dated , and made between (*parties*) and to redeem the property comprised therein.

6. EXECUTION OF TRUSTS.

The plaintiff's claim is to have the trusts of an indenture, dated , and made between , carried into execution.

7. CANCELLATION OR RECTIFICATION.

The plaintiff's claim is to have a deed, dated , and made between (*parties*) set aside or rectified.

8. SPECIFIC PERFORMANCE.

The plaintiff's claim is for specific performance of an agreement dated the day of , for the sale by the plaintiff to the defendant of certain (freehold) hereditaments at

PART III.

R.S.C. INDORSEMENTS OF CHARACTER OF PARTIES.

(O. 3, r. 4).

Executors. The plaintiff's claim is as executor (*or* administrator) of C.D., deceased, for *etc.*

The plaintiff's claim is against the defendant A.B., as executor (*or etc.*) of C.D., deceased, for *etc.*

The plaintiff's claim is against the defendant A.B., as executor of X.Y., deceased for *etc.* and against the defendant C.D., in his personal capacity for *etc.*

Trustee in bankruptcy. The plaintiff's claim is as trustee under the bankruptcy of A.B., for

The plaintiff's claim is as (or the plaintiff's claim is against the Trustee. defendant as) trustee under the will of A.B. (or under the settlement upon the marriage of A.B. and X.Y. his wife).

The plaintiff's claim is against the defendant C.D., as devisee of Devisee. lands under the will of A.B.

PART IV

SPECIAL INDORSEMENTS (O. 3, r. 5).

SECTION 1.

R.S.C.

ACTIONS INCLUDED IN ORDER 3, RULE 5 (1) AND (2)

No. 1.

The plaintiff's claim is for the price of goods sold.

Goods sold and delivered.

Particulars:—		£	s.	d.
19	... ..	...
	to this date, full	...		
	particulars of which	...		
	have been delivered	...		
19	... ..	...
	full particulars of which	...		
	have been delivered	...		
	and exceed three folios	...		
19	... ..	...
Balance due		£	.	.

(Signed)

No. 2.

The plaintiff's claim is for money received by the defendant for the use of the plaintiff.

Money had and received.

Particulars:—		£	s.	d.
19	... ..	...
	To amount of	...		
	by the defendant	...		
	To	...		
Amount due		£	.	.

(Signed)

No. 3.

The plaintiff's claim is against the defendant, as acceptor of a bill of exchange for £ , dated 19 , drawn by A.B., payable after date to the order of E.F., and indorsed to the plaintiff.

Indorsee against acceptor of bill of exchange.

Particulars:—		£	s.	d.
	Principal due	...		
	Interest	...		
Amount		£	.	.

(Signed)

No. 4.

Indorsee against acceptor and drawer of a bill of exchange severally. The plaintiff's claim is against the defendant A.B. as acceptor, and against the defendant C.D. as drawer of a bill of exchange for £ _____ dated _____ 19 _____, payable after date, and indorsed by the defendant C.D. to the plaintiff, of the dishonour of which on presentation the defendant C.D. had notice.

Particulars:—

	£	s.	d.
Principal	...	...	...
Interest	...	...	...
Amount	£	.	. . .

No. 5.

Payee against drawer of a bill of exchange excusing notice of dishonour. The plaintiff's claim is against the defendant as a drawer of a bill of exchange for £ _____, dated _____, 19 _____, drawn upon A.B., payable to plaintiff after date, which was duly presented for payment and dishonoured, but A.B., had no effects of the defendant, nor was there any consideration for the payment of the said bill by the said A.B.,

Particulars (*as in Form 4*).

(Signed)

No. 6.

Obligee against obligor of a money bond. The plaintiff's claim is for principal and interest due upon the defendant's bond to the plaintiff, dated _____, 19 _____, conditional for payment of £ _____ on the _____, 19 _____.

Particulars:—

	£	s.	d.
Principal	...	...	...
Interest	...	...	...
Amount due	£	.	. . .

(Signed)

No. 7.

Covenantee against covenantor on a covenant to pay money. The plaintiff's claim is for principal and interest due under a covenant in a deed dated the _____, 19 _____.

Particulars:—

	£	s.	d.
Principal	...	...	...
Paid	...	...	...
Principal due	...	...	...
Interest	...	...	...

Amount due £ . . .

(Signed)

No. 8.

The plaintiff's claim is for the price of goods sold and delivered by the plaintiff to E.F. under the following guarantee:—

On a guarantee for the price of goods setting out the guarantee.

19

Sir,

In consideration of your supplying goods to E.F., I undertake to see you paid.

Yours, etc.

C.D. (Defendant).

To Mr. A.B. (Plaintiff).

Particulars:—

19 (Date) (goods) (price) £ s. d.

Amount due

£ . . .

(Signed)

No. 9.

The plaintiff's claim is against the defendant A.B. as principal, and against the defendant C.D. as surety, for the price of goods sold and delivered by the plaintiff to A.B. on the guarantee by C.D., dated the , 19 ,

Creditor against principal debtor and his surety severally on a guarantee for goods sold.

Particulars:—

19 , (date) Goods
... .. Goods
... .. Goods
... .. Goods

Amount due

£ . . .

(Signed)

No. 10.

The plaintiff's claim is against the defendants as trustees under the settlement upon the marriage of A.B. and X.Y., dated 19 , whereby £ invested on mortgage of land at Z was vested in the defendants as trustees upon trust to pay the income thereof half-yearly to the plaintiff.

Debt upon a trust.

Particulars:—

19 , (date), half a year's income.

£ s. d.

1964
A.B. as acceptor,
bill of exchange
19 , payable
endant C.D. to the
on the defendant

£ s. d.

as a drawer of
, 19 ,
after date,
ured, but A.B.,
ideration for the

(Signed)

rest due upon
on the

£ s. d.

(Signed)

due under
, 19
s. d.

No. 11.

RECOVERY OF LAND.

See section 4, Form No. 1.

SECTION 2.

ACTIONS FOR DAMAGES FOR BREACH OF CONTRACT OR DUTY ARISING OUT OF CONTRACT.

Landlord
against
tenant
whose term
has expired
or has been
determined
by notice
to quit.

No. 1.

Buyer
against
seller of
goods
for not
delivering.

1. The plaintiff has suffered damage by breach of contract for sale and delivery by the defendant to the plaintiff of _____ of _____ at £ _____ per _____ to be delivered at _____ on the _____ of _____, 19 _____.

2. The defendant did not deliver any (or tons, as the case may be) of the said _____

Particulars:— _____ £ s. d.

Loss of profit at £ _____ per _____ on _____

The plaintiff claims £ _____

(Signed)

Delivered.

No. 2.

Buyer
against
seller of
goods for
delivering
them
inferior to
contract.

1. The plaintiff has suffered damage by breach of a contract between the plaintiff and the defendant for sale and delivery of _____ of _____ known as seconds at _____ per _____

2. _____ delivered were inferior to seconds, and _____ were not delivered.

Particulars of damage:— _____ £ s. d.

..... at _____

..... at _____

The plaintiff claims £ _____

(Signed)

Delivered.

No. 3.

Client
against
advocate
for
negligence.

1. The plaintiff has suffered damage from the defendant's negligence in his conduct for the plaintiff, as his advocate, of business undertaken by the defendant on the plaintiff's retainer.

2. The negligence was in making an application under Order 14, rule 1, in the case of A.B. (*the plaintiff*) v. C.D., where the case was one of unliquidated damages and not of debt.

, 1964

Particulars of damage:—

Costs paid to defendant on dismissal of summons

£
The plaintiff claims £

(Signed)

Delivered.

FACT OR DUTY

each of contract for
of of
to be delivered
, 19 .
r tons, as the case

£ s. d.

delivered.

reach of a contract
le and delivery of
conds at

inferior to seconds,

£ s. d.

delivered.

om the defendant's
dvocate, of business
tainer.

ication under Order
D., where the case

No. 4.

1. By a repairing covenant contained in a lease under seal from the plaintiff to the defendant, dated the of , 19 , of a house No. , for years from the day of , 19 , the defendant covenanted to keep the premises in such repair and condition as therein mentioned. Landlord against tenant for breach of covenant to repair.

2. The premises were during the term out of such repair as was required by the covenant.

3. They were yielded up out of such repair at the expiration of the term.

4. Particulars of dilapidations were delivered to the defendants' advocates on the day of , 19 and exceed three folios.

The plaintiff claims £

(Signed)

Delivered.

No. 5.

1. The plaintiff has suffered damage by breach of promise by the defendant to marry her on the day of (or, within a reasonable time, which elapsed before action) (or, on the death of A.B., which happened before action). Breach of promise of marriage.

2. The defendant refused to marry the plaintiff on the of (or, within a reasonable time) (or, on the death of A.B.),

Particulars of special damage

(As the case may be, if any).

The plaintiff claims £

(Signed)

Delivered.

SECTION 3.

ACTIONS CLAIMING INJUNCTIONS, DAMAGES, OR DECLARATIONS OF RIGHT FOUNDED ON WRONGS.

No. 1.

Conversion of goods. The plaintiff has suffered damage by the defendant wrongfully depriving the plaintiff of of by refusing to give them up on demand (or, throwing them etc., etc.) (If any special damage is claimed, add)—particulars (fill them in). The plaintiff claims £

(Signed) Delivered.

No. 2.

Detinue. The defendant detained from the plaintiff the plaintiff's goods and chattels, that is to say, The plaintiff claims a return of the said goods and chattels or their value, and £ for their detention.

(Signed) Delivered.

No. 3.

Negligent driving. The plaintiff has suffered damage from personal injuries to the plaintiff and damages to his , caused by the defendant or his servant on the of , 19 , negligently driving in

Particulars of expenses, etc.

Charges of Mr. , Medical Practitioner £ s. d. Charges of Mr. ,

The plaintiff claims £

(Signed) Delivered.

No. 4.

Collision of ships. The plaintiff has suffered damage from injuries to his ship, the and the cargo on board thereof, by a collision with the ship, the , caused by the negligent navigation thereof by the defendant or his servants on the , on the of , 19 .

Particulars of loss and expenses:—

- 1. Charges of , shipwrights,
2. Loss of use of ship from , 19 , £
to , 19 , £

DECLARATIONS

Defendant wrongfully by etc., etc.) (fill them in).

(Signed) Delivered.

Plaintiff's goods and chattels

(Signed) Delivered.

Injuries to the , caused

s. d.

(Signed) Delivered.

to his ship, thereof, by a caused by servants

lawrights, 19

Particulars of damage to cargo:—

(Insert them).

The plaintiff claims £

(Signed)

Delivered.

No. 5.

1. The defendant has infringed the plaintiff's trade mark. Injunction, etc., for infringement of trade mark.

2. The trade mark is (describe it).

(If the plaintiff is not the original proprietor of the trade mark, show shortly how his title is derived.)

3. The following are the acts complained of viz.:

(Set them out).

The plaintiff claims an injunction to restrain the defendant, his servants, and agents, from infringing the plaintiff's said trade mark, and in particular from (stating any particular injunction sought).

The plaintiff also claims an account or damage.

(Signed)

Delivered.

No. 6.

The plaintiff has suffered damage from the defendant inducing the plaintiff to buy the good will and lease of the Fraudulent sale of a lease.

, by fraudulently representing to the plaintiff that the takings of the said

were £ whereas in fact they were much less, to the defendant's knowledge.

Particulars of special damage:—

(Fill them in).

The plaintiff claims £

(Signed)

Delivered.

No. 7.

The defendant maliciously and without reasonable and probable cause preferred a charge of larceny against the plaintiff before a Magistrate, causing the plaintiff to be sent for trial on the charge and imprisoned thereupon, and prosecuted the plaintiff thereon at the Malicious prosecution.

, where the plaintiff was acquitted.

Particulars of special damage:—

bill of costs, £
 Loss in business from ,
 to , 19 . £
 The plaintiff claims £

(Signed)
Delivered.

SECTION 4.

ACTIONS FOR RECOVERY OF LAND, ETC.

No. 1.

Landlord
against
tenant
whose term
has expired,
etc.

1. The plaintiff is entitled to the possession of certain land and premises called....., in thein....., which was let by the plaintiff to the defendant for the term of.....years from the....., 19 , which term has expired; or as tenant from year to year from the....., 19 , which said tenancy was duly determined by notice to quit expiring on the.....of.....19.....or which term has become liable to forfeiture for non-payment of £ for quarter's (or as the case may be) rent due and payable the day of , 19 .

The plaintiff claims possession and £ for the rent aforesaid, and £ for mesne profits.

(Signed)
Delivered.

PART V

MISCELLANEOUS FORMS (ORDERS 3-17).

No. 1.

R.S.C.

NOTICE OF PAYMENT INTO COURT.

(O. 3, r. 6; O. 45, rr. 4 and 16).

Ledger Credit {

TAKE NOTICE that the sum of £ : : has been paid into Court pursuant to Order , Rule , and being the amount of £ : :

due { to*
from

A† B of
 in respect of
 the said A† B

less* } the sum of £ : : Costs.
 Dated 19 (Signature)
 Advocate for †
 To Sheriff.

BANK RECEIPT.

Received the above sum of pounds
 shillings and pence into Court for the above credit
 £ : :
 Dated the day of , 19 .
The Commonwealth Banking Corporation.

*delete as required.
 †Plaintiff or defendant.

No. 1A.

NOTICE OF PAYMENT INTO COURT

R.S.C.

(O.3, r.7; O.45, rr. 1 and 16).

TAKE NOTICE that the sum of £ : : has been
 paid into Court pursuant to Order Rule being the
 amount of £ : :

due { to*
 from

A† B of
 the said A† B

together with* } the sum of £ : : Costs.
 less* }
 Dated 19 .

(Signature)
 Advocate for †
 To Sheriff.

*delete as required.
 †Plaintiff or defendant.

No. 2.

INDORSEMENT FOR COSTS.

R.S.C.

(O. 3, r. 6).

Add to the above forms:—

And £ (or such sum as may be allowed
 for costs) and also, in case the plaintiff obtains an order for substituted
 service, the further sum of
 £ . If the amount claimed be paid to the plaintiff

or his advocate within four days (or if the writ is to be served out of the jurisdiction, or notice in lieu of service allowed, insert the time for appearances, limited by the rules) from the service hereof, further proceedings will be stayed.

No. 3.

R.S.C. FORM OF MEMORANDUM FOR RENEWED WRIT
(O. 8, r. 1).

(Heading as in Form No. 1 in Part 1)

Seal renewed writ of summons in this action indorsed as follows:—

(Copy original writ and the indorsements.)

No. 4.

R.S.C. REQUEST TO SECRETARY OF STATE TO TRANSMIT
NOTICE OF WRIT TO FOREIGN GOVERNMENT
(O. 11, r. 7).

The Chief Justice of the High Court of the Western Pacific presents his compliments to Her Majesty's Principal Secretary of State for the Colonies, and begs to enclose a notice of a writ of summons issued in an action of _____ versus _____ pursuant to order, out of the High Court of the Western Pacific for transmission to the Ministry of Foreign Affairs in (*name of country*) with the request that the same may be served personally upon (*name of defendant to be served*) against whom proceedings have been taken in the said Court, and with the further request that such evidence of the service of the same upon the said defendant may be officially certified to the said High Court, or declared upon oath, or otherwise, in such manner as is consistent with the usage or practice of the Courts of the (*name of country*) in proving service of legal process.

The Chief Justice begs further to request that in the event of efforts to effect personal service of the said notice of writ proving ineffectual the Government or Court of the said country be requested to certify the same to the High Court of the Western Pacific.

No. 5.

R.S.C. REQUEST FOR SERVICE ABROAD
(O. 11, r. 7).

(Title as in No. 1 in Part 1)

I (*or we*) hereby request that a notice of writ of summons in this action be transmitted through the proper channel to (*name of country*) for service (*or substituted service*) on the defendant (*naming him*) at (*address of defendant*) or elsewhere in (*name of country*).

And I (or we) hereby personally undertake to be responsible for all expenses incurred by Her Majesty's Principal Secretary of State for the Colonies in respect of the service hereby requested, and on receiving due notification of the amount of such expenses I (or we) undertake to pay the same, through the Registrar of the High Court for transmission to the Secretary of State.

Dated, etc.

(Signature of Advocate).

No. 6.

ORDER TO BESPEAK REQUEST FOR SUBSTITUTED SERVICE ABROAD R.S.C.

(O. 11, r. 7).

19 . (Here put the letter and number).

In the High Court, (state territory)

Between Plaintiff, and Defendant.

Upon reading the (certificate, declaration, or, as the case may be, describing the same).

It is ordered that the plaintiff be at liberty to bespeak a request for substituted service of notice of the writ of summons herein on the defendant at , or elsewhere in the (name of country) and that the said defendant have days after such substituted service within which to enter appearance.

Dated this day of , 19 .

No. 7.

LETTER FORWARDING REQUEST FOR SUBSTITUTED SERVICE R.S.C.

(O. 11, r. 7).

The Chief Justice of the High Court of the Western Pacific presents his compliments to Her Majesty's Principal Secretary of State for the Colonies, and begs to enclose a notice of a writ of summons in the case of versus in which the plaintiff has obtained an order of the High Court (which is also enclosed) giving leave to bespeak a request that the said notice of writ may be served by substituted service on the defendant at in the (name of country).

The Chief Justice requests that the said notice of writ and order may be forwarded to the proper authority in (name of country) with the request that the same may be transmitted by post addressed to the defendant at (address) the last known place of abode or the place of business of the said defendant, or there delivered in such manner as may be consistent with the usage or practice of the Courts of (name of

1964 served out of the writ the time for e hereof, further

NEWED WRIT

tion indorsed as

TRANSMIT RNMMENT

Western Pacific Secretary of State writ of summons pursuant to for transmission with the request defendant to be the said Court, service of the ed to the said in manner as is the (name of

in the event of writ proving be requested iffic.

summons in to (name of ant (naming ntry).

country) for service of legal process where personal service cannot be effected: and with the further request that the same may be officially certified to the High Court of the Western Pacific or declared upon oath, or otherwise, in such manner as is consistent with the practice of the Courts of the (*name of country*) in proving service of legal process.

No. 8

CERTIFICATE OF SERVICE OF FOREIGN PROCESS

(O. 11, r. 9)

Certificate
of service
of foreign
process.

I, Registrar of the High Court of the Western Pacific, hereby certify that the documents annexed hereto are as follows:—

- (1) The original letter of request for service of process from the Court of _____ or Tribunal at _____ in the matter of _____ versus _____, and;
- (2) The process received with such letter of request, and
- (3) The evidence of service upon the person named in such letter of request with a verification of a Magistrate (Commissioner of Oaths, or Justice of the Peace).

And I certify that such service so proved and the proof thereof, are such as are required by the law and practice of this Court regulating the service of legal process and the proof thereof.

And I certify that the costs of effecting such service amounts to the sum of £ _____

Dated this _____ day of _____ 19 _____

(Registrar).

No. 9

R.S.C.

REQUEST FOR SERVICE IN A COUNTRY WITH WHICH A CONVENTION HAS BEEN MADE.

(O. 11, r. 11).

In the High Court of
(state territory)

19 _____ No. _____

Between _____

Plaintiff,

and _____

Defendant.

I (*or we*) hereby request that a notice of a writ of summons (*or as the case may be, describing the document*) in this action be transmitted through the proper channel to (a) _____ for service (b) _____ on the defendant _____ at _____ or elsewhere in (a) _____ (c) _____

And I (*or we*) hereby personally undertake to be responsible for all expenses incurred by Her Majesty's Principal Secretary of State for the Colonies in respect of the service hereby requested, and on receiving due notification of the amount of such expenses I (*or we*) undertake to pay the same to the Registrar for transmission to the Secretary of State.

Dated this _____ day of _____ 19 _____

(Signature of Advocate).

No. 10.

MEMORANDUM OF APPEARANCE IN GENERAL.

R.S.C.

(O. 12, r. 7).

In the High Court of the Western Pacific.
(state territory)

Between _____ 19 . No. _____
Plaintiff,
and
Defendant.

Enter an appearance for _____ in this action.

Dated the _____ day of _____, 19 .

(Signed)

whose address for service is

No. 11.

NOTICE LIMITING DEFENCE.

R.S.C.

(O. 12, r. 17).

In the High Court of the Western Pacific.
(state territory).

Between _____ 19 . No. _____
Plaintiff,
and
Defendant.

Take notice that the above-named defendant (A.B.) limits his defence to part only of the property mentioned in the writ of summons, namely (*insert particulars*)

Dated the _____ day of _____, 19 .

(Signed) _____, of

Agent for _____, of

Advocate for the above-named defendant,
the plaintiff's advocates.

To Messrs.

No. 12.

R.S.C.

AFFIDAVIT FOR ENTRY OF APPEARANCE AS
GUARDIAN.

(O. 17, r. 17).

In the High Court of the Western Pacific.
(State territory)

Between _____ 19 . No. _____
Plaintiff,
and
Defendant.

I, _____ of _____, the Advocate for (or a member of the firm of X.Y. & Co., advocate for) the above-named defendant C.D. an infant, make oath and say as follows:—

A.B., of _____, is a fit and proper person to act as guardian *ad litem* of the above-named infant defendant, and has no interest in the matters in question in this action (matter) adverse to that of the said infant, and the consent of the said A.B. to act as such guardian is hereto annexed.

Sworn &c.

(To this Affidavit shall be annexed the document signed by such guardian in testimony of his consent to act).

ALTERNATIVE FORM OF AFFIDAVIT.

(To meet case where a positive oath as to fitness cannot reasonably be insisted upon, the following form is accepted).

I, _____ of _____, the advocate for the above-named Defendant C.D. an infant, make oath and say as follows:—

1. I am informed and verily believe that A.B. of....., is a fit and proper person to act as guardian *ad litem* of the above-named infant defendant, and the consent of the said A.B. to act as such guardian is hereto annexed.

2. The said A.B. has no interest in the matters in question in this action (matter) adverse to that of the said infant.

Sworn, etc.

USUAL FORM OF CONSENT.

I, A.B., of (address and description) consent to act as guardian *ad litem* for C.D., an infant defendant in this action, and I authorise Mr. _____ of _____ to defend this action.

(signature of guardian).

No. 13.

R.S.C. MEMORANDUM ON NOTICE OF JUDGMENT.

(O. 17, r. 32).

Take notice that from the time of the service of this notice you (or as the case may be the infant or person of unsound mind) will be bound by the proceedings in the above cause in the same manner as if you (or the said infant or person of unsound mind) had been originally made a party, and that you (or the said infant or person of unsound mind) may, on entering an appearance at the Registry of the Court, attend the proceedings under the within-mentioned judgment (or order) and that you (or the said infant or person of unsound mind) may within one month after the service of this notice apply to the Court to add to the judgment (or order).

PART VI.

(O. 3, r. 3 and O. 56, r. 2).

DAMAGES AND CLAIMS.

R.S.C.

(INDORSEMENTS)

The plaintiff's claim is that an account be taken of (*say what*). Account.

The plaintiff's claim is for damages for breach of a contract to employ the plaintiff as traveller. Agent, etc.

The plaintiff's claim is for damages for wrongful dismissal from the defendant's employment as traveller (and for arrears of wages).

The plaintiff's claim is for damages for the defendant's wrongfully quitting the plaintiff's employment as manager.

The plaintiff's claim is for damages for breach of duty as factor (*or, etc.*) of the plaintiff (and for money received as factor, *etc.*).

The plaintiff's claim is for damages for breach of the terms of a deed of apprenticeship of X.Y. to the defendant (*or plaintiff*). Apprentices.

The plaintiff's claim is for damages for non-compliance with the award of X.Y. Arbitration.

The plaintiff's claim is for damages for assault and false imprisonment (and for malicious prosecution). Assault.

The plaintiff's claim is for damages for injury by the defendant's negligence as advocate of the plaintiff. Advocate.

The plaintiff's claim is for damages for negligence in the custody of goods (and for wrongfully detaining the same). Bailment.

The plaintiff's claim is for damages for negligence in the custody of goods pawned (and for wrongfully detaining the same). Pledge.

The plaintiff's claim is for damages for negligence in the custody of furniture lent on hire (*or a carriage lent*), and for wrongfully, *etc.* Hire.

The plaintiff's claim is for damages for wrongfully neglecting (*or refusing*) to pay the plaintiff's cheque. Bill.

The plaintiff's claim is for damages for breach of a contract to accept the plaintiff's drafts.

The plaintiff's claim is upon a bond conditioned not to carry on the trade of a Bond.

The plaintiff's claim is for damages for refusing to carry the plaintiff's goods (or the plaintiff) by sea; Carrier.

The plaintiff's claim is for damages for breach of duty in and about the carriage and delivery of machinery by sea.

The plaintiff's claim is for damages for breach of charterparty of ship (the *Coral Queen*). Charter-party.

The plaintiff's claim is for return of household furniture, or, *etc.*, or their value, and for damages for detaining the same. Claim for return of goods and damages.

- Damages for depriving of goods. The plaintiff's claim is for wrongfully depriving plaintiff of goods, household furniture, etc.
- Defamation. The plaintiff's claim is for damages for libel contained in (*state sufficient particulars to identify the publications*).
- Distress. Replevin. Wrongful distress. The plaintiff's claim is for damages for slander.
The plaintiff's claim is in replevin for goods wrongfully distrained.
(*This Form shall be sufficient whether the distress complained of be wrongful or excessive, or irregular, and whether the claim be for damages only, or for double value*).
- Ejectment. The plaintiff's claim is to recover possession of a house, No. street (*or of a farm called Blackacre*), situate in the district of
- To establish title and recover rents. The plaintiff's claim is to establish his title to (*here describe property*), and to recover the rents thereof.
(*The two previous Forms may be combined.*)
- Fishery. The plaintiff's claim is for damages for infringement of the plaintiff's right of fishing.
- Fraud. The plaintiff's claim is for damages for fraudulent misrepresentation on the sale of goods, etc.
The plaintiff's claim is for damages for fraudulent misrepresentation of the credit of A.B.
- Guarantee. The plaintiff's claim is for damages for breach of a contract of guarantee for A.B.
The plaintiff's claim is for damages for breach of a contract to indemnify the plaintiff as the defendant's agent to distrain.
- Insurance. The plaintiff's claim is for a loss under a policy upon the ship Royal Charter, and freight or cargo (*or for return of premiums*).
(*This Form shall be sufficient whether the loss claimed be total or partial.*)
The plaintiff's claim is for loss under a policy of fire insurance upon house and furniture.
The plaintiff's claim is for damages for breach of a contract to insure a house.
- Landlord and tenant. The plaintiff's claim is for damages for breach of contract to keep a house in repair.
The plaintiff's claim is for damages for breaches of covenants contained in a lease.
- Medical man. The plaintiff's claim is for damages for injury to the plaintiff from the defendant's negligence as a medical practitioner.
- Mischievous animal. dog. The plaintiff's claim is for damages for injury by the defendant's dog.
- Negligence. The plaintiff's claim is for damages for injury to the plaintiff by the negligent driving of the defendant or his servants.

The plaintiff's claim is for damages for injury to the plaintiff while a passenger on the defendant's ship by the negligence of the defendant's servants.

The plaintiff's claim is as executor of A.B. deceased, for damages for the death of the said A.B. from injuries received while a passenger in the defendant's motor vehicle, by the negligence of the defendant's servants.

Lord
Campbell's
Act.

The plaintiff's claim is for damages for breach of promise of marriage.

Promise of
marriage.

The plaintiff's claim is for damages for the seduction of the plaintiff's daughter.

Seduction.
Sale of
goods.

The plaintiff's claim is for damages for breach of contract to accept and pay for goods.

The plaintiff's claim is for damages for non-delivery (*or* short delivery, *or* defective quality, *or other breach of contract of sale of* copra (*or, etc.*)

The plaintiff's claim is for damages for breach of a contract to sell (*or* purchase) land.

Sale of
land.

The plaintiff's claim is for damages for breach of a contract to let (*or* take) a house.

The plaintiff's claim is for damages for breach of a contract to sell (*or* purchase) the lease, with goodwill, fixtures, and stock-in-trade of a business.

The plaintiff's claim is for damages for breach of covenant for title (*or* for quiet enjoyment, *or, etc.*) in a conveyance of land.

The plaintiff's claim is for damages for wrongfully entering the plaintiff's land and drawing water from his well (*or* cutting his grass, *or* pulling down his timber, *or* pulling down his fences *or* removing his gate, *or* using his road or path, *or* depositing sand there, *or* carrying away gravel thence, *or* carrying away stones from his river).

Trespass
to land.

The plaintiff's claim is for damages for wrongfully taking away the support of plaintiff's land (*or* house).

Support.

The plaintiff's claim is for damages for wrongfully obstructing a way (*public highway or a private way*).

Way.

The plaintiff's claim is for damages for wrongfully diverting (*or* obstructing, *or* polluting, *or* diverting water from) a watercourse.

Water
course,
etc.

The plaintiff's claim is for damages for wrongfully discharging water upon the plaintiff's land.

The plaintiff's claim is for damages for wrongfully obstructing the plaintiff's use of a well.

(*This form shall be sufficient whatever the nature of the right to pasture be.*)

Pasture.

The plaintiff's claim is for damages for obstructing the access of light to plaintiff's house.

Light.

The plaintiff's claim is for damages for the infringement of the plaintiff's patent.

Patent.

Copyright.	The plaintiff's claim is for damages for the infringement of the plaintiff's copyright.
Trade mark.	The plaintiff's claim is for damages for wrongfully using (or imitating) the plaintiff's trade mark.
Work.	The plaintiff's claim is for damages for breach of a contract to build a ship (or to repair a house, etc.). The plaintiff's claim is for damages for breach of a contract to employ the plaintiff to build a ship, etc.
Nuisance.	The plaintiff's claim is for damages to his house, trees, crops, etc., caused by noxious vapours from the defendant's factory (or, etc.) The plaintiff's claim is for damages from nuisance by noise from the defendant's works.
Innkeeper.	The plaintiff's claim is for damages for loss of the plaintiff's goods in the defendant's inn. <i>Add to Indorsement (O. 56, r. 2):—</i>
Mandamus.	And for a mandamus commanding the defendant to <i>Add to Indorsement:— (O. 56, r. 2).</i>
Injunction.	And for an injunction to restrain the defendant from <i>Add to Indorsement where claim is to land, or to establish title, or both:—</i>
Mesne profits.	And for mesne profits.
Arrears of rent.	And for an account of rent or arrears of rent.
Breach of covenant.	And for breach of covenant for (repairs).

APPENDIX B.

MISCELLANEOUS FORMS (ORDER 18 *et seq.*)

No. 1.

THIRD PARTY NOTICE CLAIMING INDEMNITY OR CONTRIBUTION OR OTHER RELIEF OR REMEDY.

(O. 18, r. 2).

R.S.C. In the High Court of the Western Pacific 19 . No.
(State territory).

Between A.B.

Plaintiff,

and

C.D.

Defendant,

E.F.

Third Party.

THIRD PARTY NOTICE.

Issued pursuant to the order of the Judge in Chambers the
day of _____, 19____
To E.F. of _____ in the _____ of _____

Take notice that this action has been brought by the plaintiff against the defendant. In it the plaintiff claims against the defendant (*here state concisely the nature of the plaintiff's claim*) as appears by the indorsement on the writ of summons (*or statement of claim*) a copy whereof is delivered herewith.

The defendant claims against you (*here state concisely the nature of the claim against the third party as for instance to be indemnified against the plaintiff's claim and the costs of this action or contribution to the extent of (one-half) of the plaintiff's claim*) or the following relief or remedy namely on the grounds that (*state concisely the grounds of the claim against the third party*).

And take notice that if you wish to dispute the plaintiff's claim against the defendant, or the defendant's claim against you, you must cause an appearance to be entered for you within fourteen days after the service of this notice upon you.

In default of your entering such appearance, you will be deemed to admit the plaintiff's claim against the defendant and the defendant's claim against you and your liability to (*indemnify the defendant or to contribute to the extent claimed to stating the relief or remedy sought*) and the validity of any judgment that may be given in the action and you will be bound by such judgment and such judgment may be enforced against you pursuant to Order 18 of the Rules.

Dated the day of , 19 .

(Signed)

Advocates for the defendant.

Appearance is to be entered in the High Court at

No. 2.

THIRD PARTY NOTICE WHEN QUESTION OR ISSUE R.S.C. TO BE DETERMINED.

(O. 18, r. 2).

In the High Court of the Western Pacific 19 . No. (State territory).

Between A.B. Plaintiff, and C.D. Defendant, and E.F. Third Party.

THIRD PARTY NOTICE.

Issued pursuant to the order of the Judge in Chambers, the day of , 19 .

To E.F. of in the of

Take notice that this action has been brought by the plaintiff against the defendant. In it the plaintiff claims against the defendant (*here state concisely the nature of the plaintiff's claim*) as appears by the endorsement on the writ of summons (*or statement of claim*) a copy whereof is delivered herewith.

The defendant claims that the following question or issue, viz. *(here state concisely the question or issue to be determined)* should be determined not only as between the plaintiff and the defendant but as between plaintiff and the defendant and yourself.

And take notice that if you wish to be heard on the said question or issue or to dispute the defendant's liability to the plaintiff or your liability to the defendant you must cause an appearance to be entered for you within eight days after service of this notice.

In default of your so doing you will be deemed to admit the validity of and will be bound by any decision or judgment arrived at or given in this action on the said question or issue and to admit any consequent liability of yourself and judgment may be given against you and enforced pursuant to Order 18 of the Rules.

Dated the _____ day of _____, 19____
(Signed)
 Advocate for the defendant.

Appearance is to be entered in the High Court at.....

No. 3.

R.S.C.

NOTICE OF COUNTERCLAIM
 (O. 23, r. 11).

To the within-named X.Y.

Take notice that if you do not appear to the within counterclaim of the within-named C.D. within fourteen days from the service of this defence and counterclaim upon you, you will be liable to have judgment given against you in your absence.

Appearance to be entered at

No. 4.

R.S.C.

NOTICE OF PAYMENT INTO COURT.
 (O. 24, r. 1).

19____. *(here put letter and number)*.

In the High Court,
 (State territory).

Between A.B.

and

C.D., E.F., and G.H.

Plaintiff,

Defendants.

Take notice that the defendant Court £_____ and says that (_____ part of) that sum is enough to satisfy the plaintiff's claim (for _____ and £..... the other part of that sum is enough to satisfy the plaintiff's claim for.....).

Dated the _____ day of _____, 19 ____ .
 P.Q., Advocate for the defendant, C.D.
 To Mr. X.Y., the Plaintiff's advocate, (and to Mr. R.S., advocate for
 the defendant E.F.).

No. 5.

ACCEPTANCE OF SUM PAID INTO COURT R.S.C.
 (O. 24, rr. 2 and 4).

19.....(*here put letter and number*).

In the High Court,
(State territory).

Between A.B. *Plaintiff,*
 and
 C.D., E.F., and G.H. *Defendants.*

Take notice that the plaintiff accepts the sum of £ _____ paid
 by the defendant (C.D.) into Court in satisfaction of his claim against
 that defendant (and abandons his other claims in this action).

Dated the _____ day of _____, 19 ____ .
 X.Y., Plaintiff's Advocate.

To Mr. P.Q., Advocate for the Defendant C.D., and Mr. R.S.,
 Advocate for the Defendant E.F.

No. 6.

ORDER APPROVING SETTLEMENT WITH INFANT R.S.C.
 AND ORDERING PAYMENT INTO COURT AND
 INVESTMENT OF THE MONEY
 (O. 24, r. 9).

In the High Court,
(State territory).

19 ____ (*Here put letter and number*).
 Between A.B. (an infant) by N.F., his next friend. *Plaintiff,*
 and
 C.D. *Defendant.*

Upon hearing the advocates for the plaintiff and for the
 defendant and on reading the Affidavit of X.Y. filed the _____ day
 of _____, 19 ____ , and the Summons herein dated the _____ day
 of _____, and by consent,

It is ordered:—

1. That the terms of settlement arrived at between the parties
 and embodied in the said summons be approved.

2. That all further proceedings in this action be stayed upon the terms following:—

- (i) That the defendant do within _____ days pay to N.F., the father and next friend of the infant plaintiff, the sum of £ _____
 - (ii) That the defendant do within _____ days pay into Court the further sum of £ _____
 - (iii) That the balance of the said sum of £ _____ paid into Court be invested in the name of the said infant plaintiff in the purchase of _____, and that the income to arise therefrom or from the investments for the time being representing the same as and when the same accrue be paid to the said N.F. for the benefit of the infant plaintiff until further order (*or shall accumulate until the infant plaintiff shall attain the age of 18, viz: on the _____ day of _____, 19 _____*).
 - (iv) That there be liberty to apply at any time to sell out the whole or any part of the sum invested for the benefit of the said infant.
 - (v) That (*unless otherwise ordered*) when the said infant plaintiff attains the age of 18 years the said investment be transferred or sold and the proceeds of the sale thereof be paid out of Court to him or as he shall direct.
 - (vi) That upon payment by the defendant of the several sums before-mentioned he be discharged from any further liability in respect of the plaintiff's claim in this action.
- And that the parties may be at liberty to apply.

No. 7.

R.S.C. ORDER APPROVING SETTLEMENT WITH INFANT
AND ORDERING MONEY TO BE TRANSFERRED
TO COURT

(O. 24, r. 9).

(*Heading as in Form No. 6.*)

Upon hearing the advocates for the plaintiff and for the defendant (and upon reading the affidavit of N.F. filed herein on the _____ day of _____, 19 _____), and by consent.

It is ordered:—

1. That the settlement arrived at between the parties and embodied in the summons dated the _____ day of _____, 19 _____, be approved.
2. That all further proceedings in this action be stayed upon the terms following:

- (i) That the defendant do, within _____ days, pay to N.F., the father and next friend of the infant plaintiff, the sum of £ _____.
- (ii) That the defendant, within _____ days, pay into Court the further sum of £ _____.
- (iii) That the balance of the £ _____ paid into Court be transferred to the Court of.....holden at _____, to be invested, applied or otherwise dealt with for the benefit of the plaintiff A.B. in such manner as the _____ Court in its discretion thinks fit.
- (iv) That upon payment by the defendant of the several sums before-mentioned he be discharged from any further liability in respect of the plaintiff's claim in this action.

And that the parties may be at liberty to apply.

No. 8.

CERTIFICATE AFTER TRIAL. MONEY TO BE PAID INTO COURT AND INVESTED FOR INFANT R.S.C.

(O. 24, r. 9).

(Heading as Form No. 6).

I certify that this action was tried before Mr. Justice on the _____ day of _____, 19____, and occupied the time of the Court as follows:—

.....till;till

The Judge directed that judgment should be entered for the plaintiff for £ _____ and costs.

The Judge further directed that the said £ _____ should be paid by the defendant or the proceeds of any execution dealt with as follows:—

- (i) That £ _____ be paid to N.F., the father and next friend of the infant plaintiff, in satisfaction of the claim for medical and other expenses mentioned in paragraph _____ of the Statement of Claim.
- (ii) That the balance of the said £ _____ be paid into Court.
- (iii) That the balance of the said sum of £ _____ paid into Court be invested in the name of the said infant plaintiff in the purchase of _____, and that the income to arise therefrom or from the investments for the time being representing the same as and when the same accrue be paid to the said N.F. for the benefit of the infant plaintiff until further order (or shall accumulate until the infant plaintiff shall attain the age of 18, viz: on the _____ day of _____ 19____).

INFANT
 ERRED
 RT

and for the
 d herein on the
 nd by consent.

he parties and
 ,19____,

be stayed upon

- (iv) That there be liberty to apply at any time to sell out the whole or any part of the sum invested for the benefit of the said infant.
- (v) That (*unless otherwise ordered*) when the said infant plaintiff attains the age of 18 years the said investment be transferred or sold, and the proceeds of sale thereof be paid out of Court to him or as he shall direct.
- (vi) That upon payment by the defendant of the several sums before-mentioned he be discharged from any further liability in respect of the plaintiff's claim in this action.

And that the parties may be at liberty to apply.

No. 9.

R.S.C. CERTIFICATE AFTER TRIAL. MONEY FOR INFANT
TO BE TRANSFERRED TO.....COURT.

(O. 24, r. 9).

(*Heading as in Form No. 6.*)

I certify that this action was tried before Mr. Justice on
the day of , 19 , and occupied the time of the
Court as follows:—

on the day of , 19 ,
to and to

The Judge directed that judgment should be entered for the
plaintiff for £ with costs.

The Judge further directed that the said £ should be paid
by the defendant or the proceeds of any execution dealt with as follows:—

- (i) That £ be paid to N.F., the next friend of the infant plaintiff.
- (ii) That the balance of £ be paid into Court.
- (iii) That the balance of the £ paid into Court be transferred to the Court of holden at , to be invested, applied or otherwise dealt with for the benefit of the plaintiff A.B. in such manner as the Court in its discretion thinks fit.
- (iv) That upon payment by the defendant of the several sums before-mentioned he be discharged from any further liability in respect of the plaintiff's claim in this action.
- (v) That the parties should be at liberty to apply.

No. 10.

CONFESSION OF DEFENCE

R.S.C.

(O. 26, r. 3).

19 . (*here put letter and number*).

In the High Court,
(State territory).

Between A.B.

Plaintiff,

and

C.D., E.F., and G.H.

Defendants.

The plaintiff confesses the defence stated in the paragraph of the defendant's defence (or, of the defendant's further defence).

No. 11.

INTERROGATORIES.

R.S.C.

(O. 33, r. 4).

(Heading as in Form No. 10).

Interrogatories on behalf of the above-named (*plaintiff, or defendant C.D.*) for the examination of the above-named (*defendants E.F. and G.H., or plaintiff*).

1. Did not, &c.

2. Has not, &c.

etc., etc., etc.

(The defendant E.F. is required to answer the interrogatories numbered .)

(The defendant G.H. is required to answer the interrogatories numbered .)

No. 12.

ANSWER TO INTERROGATORIES.

R.S.C.

(O. 33, r. 8).

(Heading as in Form No. 10).

The answer of the above-named defendant E.F. to the interrogatories for his examination by the above-named plaintiff.

In answer to the said interrogatories, I, the above-named E.F. make oath and say as follows:—

No. 13.

AFFIDAVIT AS TO DOCUMENTS.

R.S.C.

(O. 33, r. 12).

(Heading as in Form No. 10).

I, the above-named defendant C.D., make oath and say as follows:—

1. I have in my possession or power the documents relating to the matters in question in this action set forth in the first and second parts of the first schedule hereto.
2. I object to produce the said documents set forth in the second part of the said first schedule hereto (*state grounds of objection*).
3. I have had, but have not now, in my possession or power the documents relating to the matters in question in this action set forth in the second schedule hereto.
4. The last-mentioned documents were last in my possession or power on (*state when, and what has become of them, and in whose possession they now are*).
5. According to the best of my knowledge, information, and belief I have not now, and never had in my possession, custody, or power, or in the possession, custody, or power of my advocates or agents, advocate or agent, or in the possession, custody or power of any persons or person on my behalf, any deed, account, book of account, voucher, receipt, letter, memorandum, paper, or writing or any copy of or extract from any such document whatsoever, relating to the matters in question in this suit, or any of them, or wherein any entry has been made relative to such matters, or any of them, other than and except the documents set forth in the said first and second schedules hereto.

No. 14.

R.S.C. NOTICE TO PRODUCE DOCUMENTS.
(O. 33, r. 16).

(*Heading as in Form No. 10*).

Take notice that the plaintiff (*or defendant*) requires you to produce for his inspection the following documents referred to in your (statement of claim, *or defence, or affidavit*, dated the _____ day of _____, 19 ____).

Describe documents required.

Dated, etc.

X.Y., Advocate to the

To Z., Advocate for

No. 15.

R.S.C. NOTICE TO INSPECT DOCUMENTS.
(O. 33, r. 17).

(*Heading as in Form No. 10*).

Take notice that you can inspect the documents mentioned in your notice of the _____ day of _____, 19 ____ (except the deed numbered _____ in that notice) at my office

on Thursday next the
and 4 o'clock.

instant between the hours of 2

Dated, etc.

(Signed)

Advocate to the

No. 16.

NOTICE OF OBJECTION TO GIVE INSPECTION
OF DOCUMENTS.

R.S.C.

(O. 33, r. 17).

(Heading as in Form No. 10).

Take notice that the _____ objects to give
you inspection of (if part only insert "part of" and add "viz.," specifying
the documents after the date) the documents mentioned in your notice
of the _____ day of _____ on the ground
that _____ . (If to part only, continue, "but take
notice that you can inspect the remainder of the documents therein
referred to at," etc.)

Dated, etc.

(Signed)

No. 17.

NOTICE TO ADMIT DOCUMENTS.

R.S.C.

(O. 34, r. 3).

(Heading as in Form No. 10).

Take notice that the plaintiff (or defendant) in this cause proposes
to adduce in evidence the several documents hereunder specified, and
that the same may be inspected by the defendant (or plaintiff) his
advocate or agent, at _____, on _____, between the hours
of _____; and the defendant (or plaintiff) is hereby required,
within seven days of the service thereof, to admit that such of the said
documents as are specified to be originals were respectively written,
signed, or executed, as they purport respectively to have been; that
such as are specified as copies are true copies, and that such documents
as are stated to have been served, sent, or delivered, were so served,
sent, or delivered respectively; saving all just exceptions to the admissi-
bility of all such documents as evidence in this cause.

And further take notice that if you do not within the afore-
mentioned seven days give notice that you do not admit the said docu-
ments (or any of them) and that you require the same to be proved at
the trial you shall be deemed to have admitted the said document (or
documents) unless the Court shall otherwise order.

Dated, etc.

(Signed)

G.H., Advocate (or agent) for defendant (or plaintiff).

(Here describe the documents, the manner of doing which may be
as follows:—)

ORIGINALS

Description of Documents	Dates
Deed of covenant between A. B. and C. D. first part and E. F. second part	
Indenture of lease from A. B. to C. D.	
Indenture of release between A. B. and C. D. first part, etc. ...	
Letter—defendant to plaintiff	
Policy of insurance on goods by ship from to	
Memorandum of agreement between C. D., captain of said ship, and E. F.	
Bill of exchange for drawn by A. B., and on accepted by C. D., indorsed by E. F. and G. H.	

COPIES

Description of Documents	Dates	Original or Duplicate served, sent, or delivered, when, how, and by whom.
Register of baptism of A. B., in the parish of X.		
Letter—plaintiff to defendant ...		Sent by General Post.
Notice to produce papers		Served , 19 , on defendant's attorney by E. F., of
Record of a judgment of the an action, F. S. v. F. N. in		
Letters Patent of		

No. 18.

R.S.C.

NOTICE TO ADMIT FACTS.

(O. 34, r. 5).

(Heading as in Form No. 10).

Take notice that the plaintiff (or defendant) in this cause requires the defendant (or plaintiff) to admit, for the purposes of this cause only, the several facts respectively hereunder specified; and the defendant (or plaintiff) is hereby required, within seven days from the service of this notice, to admit the said several facts, saving all just exceptions to the admissibility of such facts as evidence in this cause.

Dated, etc.

G.D., Advocate for the plaintiff (or defendant).

To E.F., Advocate for the defendant (or plaintiff).

The facts, the admission of which is required, are:—

1. That died on the
2. That he died intestate.
3. That was his only lawful son.
4. That died on the
5. That never was married.

No. 19.

ADMISSION OF FACTS, PURSUANT TO NOTICE. R.S.C.

(O. 34, r. 5).

(Heading as in Form No. 10).

The defendant (*or* plaintiff) in this cause, for the purposes of this cause only, hereby admits the several facts respectively hereunder specified, subject to the qualifications or limitations, if any, hereunder specified, saving all just exceptions to the admissibility of any such facts, or any of them, as evidence in this cause.

Provided that this admission is made for the purposes of this action only, and is not an admission to be used against the defendant (*or* plaintiff) on any other occasion, or by anyone other than the plaintiff (*or* defendant, *or* party requiring the admission).

Delivered, etc.

E.F., Advocate for the defendant (*or* plaintiff).

To G.H., Advocate for the plaintiff (*or* defendant).

Facts admitted	Qualifications or Limitations, if any, subject to which they are admitted.
1. That died on the	1.
2. That he died intestate.	2.
3. That was his lawful son.	3. But not that he was his only lawful son.
4. That died.	4. But not that he died on the
5. That never was married.	5.

No. 20.

NOTICE TO PRODUCE (GENERAL FORM) R.S.C.

(O. 34, r. 8).

(Heading as in Form No. 10).

Take notice, that you are hereby required to produce and show to the Court on the trial of this action all books, papers, letters, copies of letters, and other writings and documents in your custody, possession,

No. 24.

LETTERS OF REQUEST TO TAKE EVIDENCE
ABROAD (WHERE NO CONVENTION)

R.S.C.

(O. 39, r. 11).

(Heading:— To the President and Judges of, etc., etc., or as the case may be).

Whereas an action is now pending in the High Court at
, in which A.B., is plaintiff and C.D., is defendant.
And in the said action the plaintiff claims
(endorsement upon writ).

And whereas it has been represented to the said Court that it is necessary for the purposes of justice and for the due determination of the matters in dispute between the parties, that the following persons should be examined as witnesses upon oath touching such matters, that is to say:

E.F., of
G.H., of
and I.J., of

And it appearing that such witnesses are resident within the jurisdiction of your honourable Court.

Now I as Chief Justice of the High Court of the Western Pacific have the honour to request, and do hereby request, that for the reasons aforesaid and for the assistance of the High Court, you as the President and Judges of the said or some one or more of you will be pleased to summon the said witnesses (and such other witnesses as the agents for the said plaintiff and defendant shall humbly request you in writing so to summon) to attend at such time and place as you shall appoint before some one or more of you, or such other person as according to the procedure of your Court is competent to take the examination of witnesses, and that you will cause such witnesses to be examined upon the interrogatories which accompany this letter of request (or *viva voce*) touching the said matters in question in the presence of the agents of the plaintiff and defendant, or such of them as shall, on due notice given,* attend such examination.

And I further have the honour to request that you will be pleased to cause the answers of the said witnesses to be reduced into writing, and all books, letters, papers, and documents produced upon such examination to be duly marked for identification, and that you will be further pleased to authenticate such examination by the seal of your tribunal, or in such other way as in accordance with your procedure, and to return the same together with such request in writing, if any, for the examination of other witnesses, through Her Majesty's Secretary of State for the Colonies, for transmission to the said High Court.

[*Note:—"due notice given"—This refers to a notice to be given by the advocate having conduct of the action.]

No. 25.

R.S.C. ADVOCATE'S UNDERTAKING AS TO EXPENSES (O. 39, r. 12 (1))

19 . (Here put the letter and number).

In the High Court, (State territory).

Between Plaintiff, and Defendant.

I (or) we hereby undertake to be responsible for all expenses incurred by Her Majesty's Secretary of State for the Colonies in respect of the letter of request issued herein on the , and on receiving due notification of the amount of such expenses undertake to pay the same as directed by the Registrar of the High Court.

The following have been appointed as agents for the parties in connection with the execution of the above letter of request:

Plaintiff's Agent:— of

Defendant's Agent:—

Dated day of , 19 Advocate for

No. 26.

R.S.C. LETTER OF REQUEST TO TAKE EVIDENCE ABROAD (CONVENTION COUNTRY) (O. 39, r. 12 (2))

To the Competent Judicial Authority of in the of

Whereas a civil (commercial) action is now pending in the High Court , in which is plaintiff and is defendant. And in the said action the plaintiff claims

And whereas it has been represented to the said Court that it is necessary for the purposes of justice and for the due determination of the matters in dispute between the parties, that the following persons should be examined as witnesses upon oath touching such matters, that is to say:

, of , of , and , of

And it appearing that such witnesses are resident within your jurisdiction.

Now I the Registrar of the High Court have the honour to request, and do hereby request, that for the reasons aforesaid and for the assistance of the said Court, you will be pleased to summon the said witnesses (and such other witnesses as the agents of the said plaintiff and defendant shall humbly request you in writing so to summon) to attend at such time and place as you shall appoint before you, or such other person as according to your procedure is competent to take the examination of witnesses, and that you will cause such witnesses to be examined (upon the interrogatories which accompany this letter of request) *viva voce* touching the said matters in question in the presence of the agents of the plaintiff and defendant or such of them as shall, on due notice given, attend such examination.

And I further have the honour to request that you will permit the agents of both the said plaintiff and defendant or such of them as shall be present to be at liberty to examine (upon interrogatories and *viva voce* upon the subject-matter thereof or arising out of the answers thereto) such witnesses as may, after due notice in writing, be produced on their behalf, and give liberty to the other party to cross-examine the said witnesses (upon cross-interrogatories and *viva voce*) and the party producing the witness for examination liberty to re-examine him *viva voce*.

And I further have the honour to request that you will be pleased to cause (the answers of the said witnesses and all additional *viva voce* questions, whether on examination, cross-examination, or re-examination) the evidence of such witnesses to be reduced into writing and all books, letters, papers and documents produced upon such examination to be duly marked for identification, and that you will be further pleased to authenticate such examination by the seal of your tribunal or in such other way as is in accordance with your procedure and to return the same together with (the interrogatories and cross-interrogatories, and) a note of the charges and expenses payable in respect of the execution of this request, through the British Consul from whom the same was received for transmission to the High Court of the Western Pacific.

And I further beg to request that you will cause me, or the agents of the parties if appointed, to be informed of the date and place where the examination is to take place.

Dated the day of , 19 .

No. 27.

ORDER FOR APPOINTMENT OF BRITISH CONSUL AS R.S.C.
SPECIAL EXAMINER (IN CONVENTION COUNTRY)

(O. 39, r. 13).

Upon hearing the legal practitioners on both sides, and upon reading the affidavit of

O

Plaintiff,

Defendant.

For all expenses
onies in respect
, and on
enses undertake
High Court.

For the parties in
request:

, 19

Advocate for

CE ABROAD

in

pending in the
is
he said action the

id Court that it is
e determination of
following persons
such matters, that

d , of

sident within your

It is ordered that the British Consul or his deputy at _____
 be appointed as Special Examiner for the purpose of taking
 the examination, cross-examination, and re-examination, *viva voce*, on
 oath or affirmation, of _____ witnesses on the part of the
 at _____ aforesaid. The Examiner shall be at
 liberty to invite the attendance of the said witnesses and the production
 of documents, but shall not exercise any compulsory powers. Otherwise
 such examination shall be taken in accordance with the English proce-
 dure. The _____ advocate to give to the
 advocate _____ days notice in writing of the date on which
 they propose to send out this order to _____ for execution and that
 _____ days after the service of such notice the advocates for the
 plaintiffs and defendants respectively do exchange the names of their
 agents at _____ to whom notice relating to the examination of the
 said witnesses may be sent. And that _____ days (exclusive of Sunday)
 prior to the examination of any witness hereunder notice of such
 examination shall be given by the agent of the party on whose behalf
 is to be examined to the agent of the other party (unless such
 witness is to be dispensed with). And that the depositions when so
 taken, together with any documents referred to therein, or certified
 copies of such documents, or of extracts therefrom, be transmitted by
 the Examiner, under seal, to the Registrar, High Court, (state territory),
 on or before the _____ day of _____ next, or such further or
 other day as may be ordered. And that either party be at liberty to read
 and give such depositions in evidence on the trial of this action, saving
 all just exceptions. And that the trial of this action be stayed until the
 filling of such depositions. And that the costs of and incident to this
 application and such examination be costs in the action.

Dated the _____ day of _____, 19 _____

(Note.—If the Convention requires that the invitation or notice to the witnesses must expressly state that no compulsory powers may be used, this requirement must be complied with.)

R.S.C.

No. 28.

SUBPOENA
 (O. 39, r. 30).

Seal writ of subpoena _____, _____ on behalf of the
 directed to _____
 Returnable _____

Dated the _____ day of _____, 19 _____

(Signed)
 (Address)

Advocate for the

No. 29.

FORMS OF SUBPOENA, etc.
SUBPOENA AD TESTIFICANDUM (GENERAL FORM).

(O. 39, r. 31).

19 . (*here put the letter and number*).

In the High Court
(State territory).

Between

Plaintiff,

and

Defendant.

ELIZABETH II, by the grace of God, of the United Kingdom of Great Britain and Northern Ireland and of her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith, to (*names of witnesses*) greeting: We command you to attend before

at on day
the day of , 19 , at the hour of in the
noon, and so from day to day until the above cause is tried, to
give evidence on behalf of the plaintiff (*or* defendant).

Witness, etc.

No. 30.

HABEAS CORPUS AD TESTIFICANDUM.

(O. 39, r. 31).

(Heading as in Form No. 28).

ELIZABETH II, by the grace of God, etc., to (the keeper of our prison at)

We command you that you bring , who it is said is
detained in our prison under your custody , before
at on day of at the hour of in
the noon, and so from day to day until the above
action is tried, to give evidence on behalf of the . And that
immediately after the said shall have so given his evidence
you safely conduct him to the prison from which he shall have been
brought.

Witness, etc.

This writ was issued, etc.

No. 31.

SUBPOENA DUCES TECUM (GENERAL FORM).

(O. 39, r. 31).

(Heading as in Form No. 28).

ELIZABETH II, by the grace of God, etc., to (*the names of three witnesses may be inserted*) greeting: We command you to attend before

at on day of
19 at the hour of in the noon, and so

from day to day until the above cause is tried, to give evidence on behalf of the _____, and also to bring with you and produce at the time and place aforesaid, (*specify documents to be produced*).

Witness, etc.

No. 32.

R.S.C. SUBPOENA AD TESTIFICANDUM AT SITTINGS OF
THE HIGH COURT

(O. 39, r. 31).

(*Heading as in Form No. 28*).

ELIZABETH II, by the grace of God, etc., to (*names of witnesses*),
greeting:

We command you to attend _____ at the sitting of the High Court, to
be holden at _____ on _____ the _____ day of
_____, 19____, at the hour of _____ in the _____ noon, and so
from day to day until the above cause is tried, to give evidence on behalf
of the _____

Witness, etc.

No. 33.

R.S.C. SUBPOENA DUCES TECUM AT SITTINGS OF THE
HIGH COURT

(O. 39, r. 31).

(*Heading as in Form No. 28*).

ELIZABETH II, by the grace of God, etc., to (*the names of three
witnesses may be inserted*), greeting:

We command you to attend _____, at the sittings of the
High Court, to be holden at _____ on _____ the _____ day
of _____, 19____, at the hour of _____ o'clock in the
_____ noon, and so from day to day until the above cause is tried, to
give evidence on behalf of the _____, and also to bring with
you and produce at the time and place aforesaid (*specify documents to be
produced*).

Witness, etc.

No. 34.

R.S.C. ORDER UNDER THE FOREIGN TRIBUNALS
EVIDENCE ACT, 1856.

(O. 39, r. 38-43).

In the High Court,
(State territory).

(*Name of Judge*)

Judge in Chambers.

In the matter of Foreign Tribunals Evidence Act, 1856 (19 &
20 Vict. c.113).

And in the matter of a (Civil or Commercial or Criminal) proceeding now pending before (*description of Foreign Tribunal*), intituled as follows:—

Between

Plaintiff,

and

Defendant.

Upon reading the affidavit (*if any*) of filed the day of , 19 and the certificate of (*name and description of the Ambassador, Minister, Diplomatic Agent, or Consul of the Foreign Country*) (*or the Letter of Request exhibited thereto*), that proceedings are pending in the (*description of Foreign Tribunal*), in (*name of Foreign Country*), and that such Court is desirous of obtaining the testimony of (*names of witnesses*).

It is ordered that the said witness do attend before (*name and address of the examiner*) who is hereby appointed examiner herein at (*place appointed for examination*), on the day of , 19 , at o'clock or such other day and time as the said examiner may appoint, and do there submit to be examined upon oath, or affirmation, touching the testimony so required as aforesaid, and do then and there produce (*description of documents (if any) required to be produced*).

And it is further ordered that the said examiner do take down in writing the evidence of the said witness, or witnesses, according to the Rules and Practice of the High Court pertaining to the examination and cross-examination of witnesses (*or as may be otherwise directed*); and do cause each and every such witness to sign his or her depositions in his, the said examiner's presence; and do sign the depositions taken in pursuance of this order, and when so completed do transmit the same together with this order and the Commission or Letter of Request, to the Registrar, , for transmission to the president of the said tribunal desiring the evidence of such witness or witnesses.

Dated this day of , 19 .

No. 35.

CERTIFICATE UNDER THE FOREIGN TRIBUNAL EVIDENCE ACT, 1856. R.S.C.

(O. 39, r. 38-43).

I, Registrar of the High Court of , hereby certify that the documents annexed hereto are (1) the original order of the High Court, dated the day of , 19 , made in the matter of pending in the at in the of , directing the examination of certain witnesses to be taken before , and (2) the examination and depositions taken by the said pursuant to the said order, and duly signed and completed

by him on the day of , 19 . together with the original Letter of Request.

Dated this day of , 19 .

No. 36.

R.S.C.

CONSENT TO ACT

(O. 40, r. 20).

I, A.B., of , hereby consent to act as a trustee of the (*describe the instrument*)

Dated the day of 19 .

(Signed) A.B.
Advocate.

I, C.D., of , advocate, hereby certify that the above written signature is the signature of A.B., the person mentioned in the above written consent.

(Signed) C.D.
Advocate for the said A.B.

No. 37.

R.S.C.

FORMS OF PRAECIPE OF FIERI FACIAS

(O. 45, r. 11). (O. 46).

.....19.....(*Here put the letter and number*).

In the High Court

Between A.B.

Plaintiff.

and

C.D. and others,

Defendants.

Seal a writ of *feri facias* directed to the Sheriff of against C.D. of in upon a judgment (or order) dated the day of for the sum of £ debt and £ costs and interest, &c.

Indorsed to levy £ and interest thereon at £ per centum per annum from the (*date*) and costs of execution.

(Signed) X.Y., Advocate for (party on whose behalf writ is to issue)

No. 38.

R.S.C.

OF WRIT OF SEQUESTRATION

(O. 45, r. 11). (O. 46).

(*Title*).

Seal a writ of sequestration against C.D. of for not at the suit of A.B. of directed to (names of Commissioners).

Order dated the day of , 19 .

964
together with the

act as a trustee

(signed) A.B.
Advocate.

hereby certify that
the person men-

C.D.
said A.B.

FACIAS

(number and number).

Plaintiff.

Defendants.

iff of
ent (or order) dated
£ debt and

eon at £ per
cution.

for (party on whose
half writ is to issue)

ON

of
of

ers).

19

No. 39.
OF WRIT OF POSSESSION R.S.C.
(O. 45, r. 11). (O. 49).
(Title).

Seal a writ of possession directed to the Sheriff of
to deliver possession to A.B. of Judgment dated
day of , 19 .

No. 40.
OF POSSESSION AND FI. FA. COMBINED. R.S.C.
(O. 45, r. 11). (O. 49, r. 3).
(Title).

Seal a writ of possession and *fi. fa.* combined, directed to the
Sheriff of to deliver possession to the (plaintiff
or as the case may be) of the land and premises in the judgment (*or order*)
herein mentioned described as

And also to levy against, , of , in
, the sum of £ debt. and £ costs and
interest at the rate of £ per centum per annum on the said
amount, from the day of (*if part paid, indorsed to levy*
£ and interest from). Judgment (*or order*),
dated the day of 19 .

Taxing Officer's Certificate dated the day of
19 . Dated the day of 19 .

(Signed)

Address

Advocate for the

No. 41.
OF WRIT OF DELIVERY R.S.C.
(O. 45, r. 11). (O. 50).
(Title).

Seal a writ of delivery directed to the Sheriff of to
make delivery to A.B. of

No. 42.
PRAECIPE—WRIT OF FIERI FACIAS.
(O. 45, r. 11).

Where Certificate given under
the Exchange Control Ordinance,
In the High Court,

(State territory) 19 , , No.

Between

and

Plaintiff,

Defendant.

Seal a writ of *feri facias* directed to the sheriff
 against _____ of _____
 in the _____ of _____
 upon a judgment (* _____) dated the _____ day of 19 _____, in
 the sum of £ _____ debt and £ _____ costs and interests, etc.

Indorsed to levy £ _____ and interest thereon at £5 per
 centum per annum from the _____ day of _____ 19 _____,
 and costs of execution.

(Insert here Certificate, Form 44 of this Appendix)

(Advocate's name)

(Address)

Advocate for the

Dated this _____ day of _____ 19 _____.

*"Order" or "Award" sums in judgment.

No. 43.

CERTIFICATE VERIFYING PERMISSION UNDER THE
 EXCHANGE CONTROL ORDINANCE.

(O. 45, r. 11; O. 48, r. 3 (2)).

I certify that permission under the provisions of the Exchange
 Control Ordinance, for the payment to* _____ of the proceeds of
 execution has been given unconditionally or upon conditions which
 have been complied with.

Signed

or Advocate for the*

Address and date.

*Judgment creditor or other description.

Form 44.

PRAECIPE—WRIT OF FIERI FACIAS.

(O. 45, r. 11), (O. 45, r. 16).

Certificate not given under
 the Exchange Control Ordinance,
 In the High Court,
 Between _____

Plaintiff,

and

Defendant.

Seal a writ of *feri facias* directed to the sheriff of _____ of _____
 against _____ in the District of _____ upon a
 judgment (* _____) dated the _____ day of _____
 19 _____, in the sum of £ _____ debt and £ _____ costs and interest
 etc. Indorsed to levy £ _____ and interest thereon at
 †£ _____ per centum per annum from the _____ day of 19 _____, and

movable and immovable property of the defendant (*or* certain property specified to the value of £), and to hold the same until the further order of the Court; and you are also commanded forthwith after the execution of this writ to return the same into the Court, with the place, time, and particulars of execution endorsed thereon.

Dated at this day of , 19
(*Signature of Judicial Officer*).

No. 47.

FORM OF GUARANTEE FOR THE ACTS AND
DEFAULTS OF A RECEIVER.

(O. 53, r. 15).

In the High Court, of
(State territory).

<i>Title of Action</i>	19	. No.	Re	v.
Guarantee for £	Annual premium	£		

This guarantee is made the day of 19
between (receiver) of (hereinafter called
"the receiver") of the first part, the above-named the
registered office of which is at (hereinafter called "the
surety") of the second part and the Registrar of the
High Court.

Whereas by an Order of the High Court dated the day of
19 and made in the above-mentioned action the
receiver has been appointed to receive (and manage) (*follow words of the
Order*). And it was ordered that the receiver should give security to the
satisfaction of the Judge on or before the day of
19 .

And whereas the surety has agreed at the request of the receiver
to issue this guarantee in consideration of the annual premium above-
mentioned (the first payment of which the surety hereby acknowledges)
which guarantee has been accepted by the Judge as a proper security
pursuant to the said order.

Now this guarantee witnesses as follows:—

1. The receiver and the surety hereby jointly and severally covenant with the Registrar of the High Court and his successors that the receiver shall and will from time to time duly account for what he has already received since the date of the said order appointing him and shall hereafter receive or for what since the date of the said order appointing him he has or shall hereafter be or become liable to pay or account for as such receiver (and manager) as aforesaid including as well every sum of money or other property so received during the period for which he has been appointed as also every sum of money or other property so received in respect of any extended period for which he may be appointed and shall and will pay or deliver every such sum or property as the Court thereof may direct.

certain property
ld the same until
anded forthwith
o the Court, with
hereon.

, 19
(Special Officer).

S AND

v.

19

hereinafter called
the
nafter called "the
e Registrar of the

d the day of
ationed action the
follow words of the
ive security to the
f

est of the receiver
l premium above-
y acknowledges)
a proper security

ntly and severally
his successors that
count for what he
ppointing him and
of the said order
ne liable to pay or
d including as well
ring the period for
f money or other
l for which he may
very such sum or

2. Provided always that it is hereby mutually agreed as follows:—

- (a) If the receiver shall not for every successive 12 months to be computed from the date of his appointment as such receiver as aforesaid or within 15 days after the expiration of such 12 months pay at the office of the surety the annual premium or sum of £ , then the surety shall be at liberty to apply by summons at Chambers in the said action to be relieved from all further liability as such surety under this guarantee save and except in respect of any damage or loss occasioned by any act or default of the receiver in relation to his duties as such receiver (and manager) prior to the hearing and determination of such summons.
- (b) A statement under the hand of any Registrar of the High Court of the amount which the receiver is liable to pay and has not paid under this guarantee and that the loss or damage has been incurred through the act or default of the receiver shall be conclusive evidence in any action or information against the receiver and surety or either of them or by the surety against the receiver of the truth of the contents of such statement and shall constitute a binding charge not only against the receiver and his personal representatives but also against the surety and its funds and property without its being necessary for the Registrar to take any legal or other proceedings against the receiver for the recovery thereof and without any further or other proof being given in that behalf in any action to enforce this guarantee.
- (c) The liability of the surety under this guarantee is limited to the sum of £

3. It is hereby further agreed between the receiver and the surety as follows:—

- (a) The receiver will on being discharged from his office or on ceasing to act as such receiver (and manager) as aforesaid forthwith give written notice thereof to the surety through the Post Office and also within seven days of such notice furnish to the surety free of charge an office copy of the order if any of the Judge discharging him.
- (b) The receiver and his personal representatives shall and will at all times hereafter indemnify the surety and its property and funds against all loss, damage, costs and expenses which the surety or its funds or property may or might otherwise sustain by reason of the surety having executed this guarantee at his request.

In witness whereof the receiver has hereunder set his hand and seal and the surety has caused its Common Seal to be affixed the

day of

19

No. 48.

AFFIDAVIT VERIFYING RECEIVER'S ACCOUNT.

(O. 53, r. 16).

(Title).

I, _____ of _____, the receiver appointed in this cause, make oath and say as follows:—

1. The account marked with the letter A. produced and shown to me at the time of swearing this my affidavit, and purporting to be my account of *the rents and profits of the real estate and of the outstanding personal estate of* _____, the testator (or intestate) in this cause, from the _____ day of _____, 19____, to the _____ day of _____, 19____, both inclusive, contains a true account of all and every sum of money received by me or by any other person or persons by my order or, to my knowledge or belief, for my use on account, or in respect of the *said rent and profits accrued due on or before the said _____ day of _____ and on account or in respect of the said personal estate*, except what is included as received in my former account (or accounts) sworn by me.

2. The several sums of money mentioned in the said account, hereby verified to have been paid and allowed, have been actually and truly so paid and allowed for the several purposes in the said account mentioned.

3. The said account is just and true in all and every the items and particulars therein contained, according to the best of my knowledge and belief.

4. W.X. and Y.Z. _____, the sureties named in the recognizance dated the _____ day of _____, 19____, are both alive, and neither of them has become bankrupt or insolvent.

No. 49.

CERTIFICATE OF PURCHASE.

R.S.C.

(O. 54, r. 17).

(Title).

This is to certify that A.B., has been declared the purchaser of the right title and interest of C.D., in the messuages, lands, and tenements, hereinafter mentioned, that is to say:—

All that, etc.
which said messuages, lands and tenements were sold in execution of a judgment in the above action by order of this Court; dated the _____ day of _____, 19____.

Signature of Judicial Officer.

APPENDIX B

No. 50.

NOTICE OF CLAIM TO GOODS TAKEN IN EXECUTION. R.S.C.
(O. 59, r. 15).

Take notice that A.B. has claimed the goods (or certain goods) (where only certain goods are claimed here enumerate them) taken in execution by the Sheriff at _____, under warrant of execution issued in this action. You are hereby required to admit or dispute the title of the said A.B., to the said goods and give notice thereof in writing to the said Sheriff within four days from the receipt of this notice failing which the said Sheriff may issue an interpleader summons. If you admit the title of the said A.B. to the goods and give notice, thereof in manner aforesaid to the said Sheriff you will only be liable for any fees and expenses incurred prior to the receipt of the notice admitting the claim.

(Signed)

To the Plaintiff

Sheriff.

No. 51.

NOTICE BY PLAINTIFF OF ADMISSION OR DISPUTE OF TITLE OF CLAIMANT. R.S.C.

(O. 59, r. 15).

Take notice that I admit (or, dispute) the title of A.B. to the goods (or, to certain of the goods), namely (set them out) seized by you under the execution issued under the judgment in this action.

(Signed) Plaintiff

or
Advocate.

To the Sheriff of }
and his officers }

No. 52.

BOND FOR COSTS ON APPEAL.

(O. 60, r. 5).

(General Title).

Know all men, by these presents, that we A.B., of _____, and O.P. of _____, and Q.R., of _____, are jointly and severally held and firmly bound to C.D., of _____, the sum of _____, to be paid to the said C.D., his executors, administrators or assigns, for which payment well and truly to be made we bind ourselves, and each of us for himself, in the whole our and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals.

Dated the _____ day of _____, in the year of our Lord, 19 _____.

UNT.

, the receiver

ed and shown
rting to be my
he outstanding
estate) in this
, 19 _____,
19 _____, both
money received
, to my know-
e said rent and

except what is
) sworn by me.

e said account,
en actually and
e said account

every the items
f my knowledge

reties named in
, 19 _____, are
r insolvent.

ed the purchaser
ages, lands, and

old in execution
Court; dated the

Judicial Officer.

Whereas an action is now depending in the said Court at _____, wherein the above-bounden A.B. is plaintiff and the said C.D. is defendant;

And whereas a judgment was given by the said Court therein, on the _____ day of _____, 19____ for the said C.D., and the said A.B. has applied for leave to appeal from the said judgment;

And whereas it is by law provided that the party appealing shall give security to the satisfaction of the Court below for all such costs as may be awarded to any respondent by the Appeal Court;

And whereas the above-named O.P. and Q.R. at the request of the said A.B., have agreed to enter into this obligation for the purposes aforesaid;

Now the condition of this obligation is such that if the above-bounden A.B., O.P., and Q.R., any or either of them shall pay unto the said C.D., his executors, administrators, or assigns, the costs of the said appeal as the Court of Appeal shall order, then this obligation shall be void, otherwise shall remain in full force.

(A.B. (L.S.)).

(O.P. (L.S.)).

(Q.R. (L.S.)).

APPENDIX C.

FORMS OF STATEMENTS OF CLAIM TO BE USED PURSUANT TO ORDER 21, RULE 5.

SECTION I.

General Form.

19____. (*Here put the letter and number*)

In the High Court of the Western Pacific
(State territory).

Writ issued the _____ of _____ 19____.
Between A.B. _____ Plaintiff,
and _____
C.D. _____ Defendant.

STATEMENT OF CLAIM.

The plaintiff, etc.

(*or*)

The plaintiff's claim is, etc.

(*To be filled up in manner exemplified in the following Forms.*)

The plaintiff claims (*as in following Forms*).

(*Signed*)

Delivered the _____ of _____, 19____.

SECTION II.

No. 1.

The plaintiff is a creditor of X.Y. deceased, of whom the defendant C.D. is executor (or administrator) and the defendant E.F. is heir at law (or devisee). Administration.

Particulars of the claim:

Principal due on the bond of the testator (or intestate) dated the of , 19 ...	£ s. d. 2,000 0 0
Interest from the of at 5 per cent. ...	250 0 0
	2,250 0 0

The plaintiff claims to be paid the amount due to him or to have the real and personal estate of the said X.Y. administered.

(Signed)
Delivered

No. 2.

1. The plaintiff is residuary legatee of A.B. of , who died March 3rd, 19 , having made his will dated March 2nd, 19 , and appointed the defendants his executors, who proved his will April 6th, 19 . Wilful default.

2. The defendants have been guilty of wilful default in not getting in certain property of the testator.

3. The wilful default on which the plaintiff relies is as follows:— C.D. owed to the testator £1,000, in respect of which no interest had been paid or acknowledgment given for five years before the testator's death. The defendants were aware of this fact, but never applied to C.D. for payment until more than a year after testator's death, whereby the said sum was lost.

The plaintiff claims:—

- (1) Account of testator's personal estate on footing of wilful default.
- (2) Administration of the testator's personal estate.

(Signed)
Delivered.

No. 3.

1. The plaintiff on December 20th, 1945, entered into partnership articles with the defendant for 10 years. Dissolution of partnership.

2. The defendant has broken the partnership articles as follows:—

- (a).
- (b).
- (c).

court at ,
e said C.D. is

court therein, on
C.D., and the
udgment;

appealing shall
ll such costs as
t;

the request of
or the purposes

at if the above-
shall pay unto
the costs of the
this obligation

BE USED
5.

umber)

19
Plaintiff,

Defendant.

ving Forms.)

(Signed)

19

The plaintiff claims:—

1. Dissolution.
2. Accounts and enquiries.
3. A receiver and manager.

(Signed)
Delivered.

No. 4.

For
accounts.

1. The plaintiffs are executors of A., deceased.
2. From the year 1955 till his death A. employed the defendant as his confidential agent in the management of a plantation at X.
3. The defendant as such agent received large sums of money for the said A., for which he refuses to account.

The plaintiffs claim:—

1. Accounts of all sums received and paid by the defendant as agent of A.
2. Payment of the amount found due.

(Signed)
Delivered.

No. 5.

Foreclosure.

1. The plaintiff is mortgagee of lands belonging to the defendant.
2. The following are the particulars of the mortgage:—
 - (a) *(Date and names of mortgagor and mortgagee)*
 - (b) *(Sum secured)*
 - (c) *(Rate of interest)*
 - (d) *(Property subject to mortgage)*
 - (e) *(Amount now due).*

(If the plaintiff's title is a derivative title, state shortly the assignments under which he claims).

(If the plaintiff is mortgagee in possession add:)
3. The plaintiff took possession of the mortgaged property on the _____ of _____ and is ready to account as mortgagee in possession from that time.
The plaintiff claims payment or, in default, sale, or foreclosure (and possession).

(Signed)
Delivered

No. 6.

Redemption.

1. The plaintiff is mortgagor of lands, of which the defendant is mortgagee.
2. The following are the particulars of the mortgage:—
 - (a) *(Date)*
 - (b) *(Sum secured)*
 - (c) *(Rate of interest)*
 - (d) *(Property subject to mortgage).*

(If the plaintiff's title is derivative, state shortly the deeds under which he claims.)

(If the defendant is mortgagee in possession add:)

3. The defendant has taken possession (or has received the rents) of the mortgage property.

The plaintiff claims to redeem the said premises, and to have the same reconveyed to him (and to have possession thereof).

(Signed)

Delivered.

No. 7.

1. By an agreement (or letters) dated (or made verbally at interviews on or about) the day of , the plaintiff agreed to sell to the defendant the X plantation for £ . The sale was to be completed on the of .

2. The agreement so entered into has been part performed as follows (state how).

The plaintiff claims specific performance of the above agreement.

(Signed)

Delivered

No. 8.

1. By will, dated January 5, 19 , A. devised Whiteacre Plantation to B., C., and D. as tenants in common.

2. On March 10, 19 , A. died.

3. On March 20, 19 , A's will was proved.

4. On June 25, 19 , B. conveyed to the plaintiff his share of Whiteacre.

5. On July 30, 19 , C. conveyed his share to the defendants on trust for sale.

6. By will, dated November 5, 19 , D. devised his share among his children equally.

7. On December 2, 19 , D. died.

8. On December 15, 19 , D's will was proved.

9. There were 10 children of D. living at his decease, some of whom have since died.

10. Whiteacre Plantation consists of a mansion, house, and grounds.

11. A sale of the property and a division of the proceeds will be more beneficial than a division of the property.

The plaintiff claims:

A division of Whiteacre among the parties interested or a sale of Whiteacre and distribution of the proceeds among the parties interested.

(Signed)

Delivered

No. 9.

Wardship of
infants and
care of
infant's
estates.

1. By will, dated August 10, 19 . A. devised Whiteacre Plantation and £10,000 to defendant on trust for plaintiff.

2. On August 15, 19 , A. died.

3. On August 30, 19 , probate was granted to the defendant, the sole executor.

4. The plaintiff is an infant 12 years old.

The plaintiff claims:

1. That the plaintiff may become a ward of Court.
2. Administration of the trusts of the will of A. so far as necessary.

(Signed)

Delivered

SECTION IV.

Actions included in Order 3, Rule 5 (1) and (2).

No. 1.

Goods sold,
and
delivered.

The plaintiff's claim is for the price of goods sold, and delivered.

Particulars:—

1955—31st December—

	£	s.	d.
Balance of account for coconuts to this date, full particulars of which have been delivered	35	10	0

1956—1st January to 31st March—

Coconuts, full particulars of which have been delivered and exceed three folios ...	74	5	0
--	----	---	---

	109	15	0
--	-----	----	---

1956—1st February—Paid... ..	45	0	0
------------------------------	----	---	---

Balance due	£64	15	0
--------------------	-----	----	---

(Signed)

No. 2.

Money had
and
received.

The plaintiff's claim is for money received by the defendant for the use of the plaintiff.

Particulars:—

19 . 1st January,—

	£	s.	d.
To amount of rents of No. 5, Mendana Avenue, collected by the defendant ...	72	10	0

To deposit on intended sale of Eva Villa ...	100	0	0
--	-----	---	---

Amount due	£172	10	0
-------------------	------	----	---

(Signed)

No. 3.

The plaintiff's claim is for money lent by the plaintiff to the defendant at his request and which is still due and unpaid: Money lent on I.O.U.

Particulars:—	£	s.	d.
19—To money lent to the defendant as above and in respect of which the defendant gave the plaintiff an I.O.U. as follows:			
(Copy I.O.U.)	...	...	100 0 0

No. 4.

The plaintiff's claim is against the defendant as maker of a promissory note for £250, dated 1st January, 19 , payable four months after date. Payee against maker of a promissory note.

Particulars:—	£
Principal	250
Interest	10
Amount due	<u>£260</u>

(Signed)

No. 5.

The plaintiff's claim is against the defendant as the acceptor of a bill of exchange for £200 dated the day of 19 , drawn by the plaintiff and accepted by the defendant payable (on the date thereof or as may be) at (place of payment) to the order of the plaintiff which was duly endorsed by the plaintiff and was presented by the plaintiff in due course and was dishonoured:— Drawer against acceptor of a bill of exchange.

Particulars:—	£
Principal due	200
Interest	8
Amount due	<u>£208</u>

(Signed)

No. 6.

The plaintiff's claim is against the defendant, as acceptor of a bill of exchange for £400, dated 1st January, 19 , drawn by A.B., payable three months after date to the order of E.F., and indorsed to the plaintiff. Indorsee against acceptor of bill of exchange.

Particulars:—	£
Principal due	400
Interest	16
Amount due	<u>£416</u>

(Signed)

ised Whiteacre

to the defendant,

rt.
so far as necess-

(Signed)
Delivered

l, and delivered.

£	s.	d.
35	10	0

74	5	0
109	15	0
45	0	0
£64	15	0

(Signed)

the defendant for

£	s.	d.
72	10	0
100	0	0
£172	10	0

(Signed)

No. 7.

Indorsee
against
acceptor
and drawer
of a bill of
exchange
severally.

The plaintiff's claim is against the defendant A.B. as acceptor, and against the defendant C.D. as drawer, of a bill of exchange for £500, dated 1st January, 19 , payable three months after date, and indorsed by the defendant C.D. to the plaintiff, of the dishonour of which on presentation the defendant C.D. had notice.

Particulars:—	£
Principal	500
Interest	20
Amount due	<u>£520</u>
	(Signed)

No. 8.

Dishonoured
cheque.

The plaintiff's claim is against the defendant as drawer of a cheque for £ dated the day of 19 , payable to the plaintiff's order, of the dishonour of which on presentation the defendant had notice.

Particulars:—	£
Principal	
Paid	
Amount due	<u> </u>
	(Signed)

No. 9.

Payee
against
drawer of
a bill of
exchange
excusing
notice of
dishonour.

The plaintiff's claim is against the defendant as drawer of a bill of exchange for £600 dated 1st March, 19 , drawn upon A.B., payable to plaintiff three months after date, which was duly presented for payment and dishonoured, but A.B. had no effects of the defendant, nor was there any consideration for the payment of the said bill by the said A.B.

Particulars:— (as in Form 6)	£
	(Signed)

No. 10.

Obligee
against
obligor of a
money bond.

The plaintiff's claim is for principal and interest due upon the defendant's bond to the plaintiff, dated 1st January, 1920, conditioned for payment of £100 on the 26th December, 1920.

Particulars:—	£
Principal	50
Interest	2
Amount due	<u>£52</u>
	(Signed)

No. 14.

Creditor
against
principal
debtor and
his surety
severally on
a guarantee
for goods
sold.

The plaintiff's claim is against the defendant A.B. as principal, and against the defendant C.D. as surety, for the price of goods sold and delivered by the plaintiff to A.B. on the guarantee by C.D., dated the 2nd of February, 19 .

Particulars:—

	£	s.	d.
19 , 2nd February—Goods ...	47	15	0
3rd March—Goods ...	105	14	0
17th March—Goods ...	14	12	0
5th April—Goods ...	34	0	0
Amount due ...	£202	1	0

(Signed)

Debt upon
a trust.

No. 15.

The plaintiff's claim is against the defendants as trustees under the settlement upon the marriage of A.B. and X.Y., dated January 1st, 19 , whereby £10,000 invested on mortgage of land at Z. was vested in the defendants as trustees upon trust to pay the income thereof half-yearly to the plaintiff.

Particulars:—

19 , December 25th, half a year's income	£	200
--	---	-----

(Signed)

SECTION V.

Actions for Damages for Breach of Contract or Duty
arising out of Contract.

No. 1.

- Buyer
against
seller of
goods for
not
delivering.
1. The plaintiff has suffered damages by breach of contract for sale and delivery by the defendant to the plaintiff of 50 tons of copra at £45 per ton to be delivered on the 15th of March, 19 .
 2. The defendant did not deliver any (or tons, as the case may be) of the said copra.

Particulars of damage:—

Loss of profit at £2 per ton on 50 tons ...	£	100
The plaintiff claims £100.		

(Signed)

Delivered

No. 2.

1. The plaintiff has suffered damage by breach of a contract between the plaintiff and the defendant for sale and delivery of 100 sacks of flour known as seconds at 35s. per sack. Buyer against seller of goods for delivering them inferior to contract.

2. 80 sacks delivered were inferior to seconds, and 20 sacks were not delivered.

Particulars of damage:—	£
80 sacks at 4s.	16
20 sacks at 5s.	5
	£21

The plaintiff claims £21.

(Signed)
Delivered

No. 3.

1. The plaintiff has suffered damage by breach of a charter-party dated the 10th of March, 19 , between the plaintiff and the defendant of the ship *Mary*. Shipowner against charterer for detention beyond the demurrage days.

2. The ship was detained at the port of loading.

Particulars of damage:—	£
19 , Jan. 1 } 10 days' detention beyond the	
to } demurrage days, at £25 per	
Jan. 10 } day	250

The plaintiff claims £250.

(Signed)
Delivered.

No. 4.

1. The plaintiff has suffered damage by breach of contract by bill of lading of goods shipped by the plaintiff on board the *JANE* signed by defendant dated the 1st January, 19 . Shipper against master on a bill of lading for damage to goods.

2. 50 bales of cotton were delivered in a damaged condition.

Particulars of damage:—	£
50 bales at £2	100

The plaintiff claims £100.

(Signed)
Delivered.

B. as principal,
of goods sold and
C.D., dated the

	£	s.	d.
...	47	15	0
...	105	14	0
...	14	12	0
...	34	0	0
...	£202	1	0

(Signed)

as trustees under
ated January 1st,
at Z. was vested
e income thereof

	£
income	200

(Signed)

or Duty

each of contract for
50 tons of copra
19 .
tons, as the

	£
s	100

(Signed)
Delivered

No. 5.

Shipper
against
shipowner
on a bill of
lading for
damage and
short
delivery.

1. The plaintiff has suffered damage by breach of contract by bill of lading of goods shipped by the plaintiff signed by the master of the ship MARY as the defendant's agent, dated the 1st January, 19 . . .
2. 50 quarters of wheat were delivered in a damaged condition, and 100 quarters were not delivered.

Particulars of damage:—

						£
100 quarters at 40s.	...	...	...	...	...	200
50 quarters at 4s.	...	...	...	...	...	10
						<u>£210</u>

The plaintiff claims £210.

(Signed)

Delivered.

No. 6.

On a marine
policy
against
underwriter. 19

- The plaintiff was interested to the amount of £ under a marine policy of insurance for that amount, dated the of , , on the ship HERO subscribed by the defendant for £ .

Particulars:—

1. Valued or open: — Valued at £20,000.
2. Voyage: — At and from Sydney to Honiara, 19 . . .
3. (Or, Time: — From noon of 1st January, 19 , to noon of 1st January, 19 . . .)
4. Premium to defendant: — £ per cent.
5. Perils insured against causing loss: — Of the seas.
6. Loss: — Total (or exceeding 3 per cent.)

The plaintiff claims £ .

(Signed)

Delivered.

No. 7.

Passenger
against
shipowner
for
negligence.

- The plaintiff has suffered damage from the defendant's negligence in carrying the plaintiff as a passenger by ship from Auki to Honiara, for causing personal injuries to the plaintiff, in a collision near Tulagi on the 15th January, 19 . . .

Particulars of expenses, etc.:—

						£	s.	d.
Loss of 15 weeks' salary as clerk at £2 per week	...	...	...	...	...	30	0	0
Dr. Smith	...	...	...	...	...	10	10	0
Nurse for 6 weeks	...	...	...	...	...	3	0	0
						<u>£43</u>	<u>10</u>	<u>0</u>

The plaintiff claims £500.

(Signed)

Delivered.

n of contract by
by the master of
January, 19
naged condition,

£
... 200
... 10
£210

(Signed)
Delivered.

£ under a
the of
plant for £

000.
Honiara, 19
nuary, 19 , to

per cent.
— Of the seas.
er cent.)

(Signed)
Delivered.

ndant's negligence
Auki to Honiara,
on near Tulagi on

£ s. d.
per
... 30 0 0
... 10 10 0
... 3 0 0
£43 10 0

(Signed)
Delivered.

No. 8.

1. The plaintiff has suffered damage by breach of promise by the defendant to marry her on the of (or, Breach of promise of marriage.
within a reasonable time, which elapsed before action) (or, on the death of A.B. which happened before action).

2. The defendant refused to marry the plaintiff on the of (or, within a reasonable time) (or, on the death of A.B.).

Particulars of special damage (*As the case may be, if any*).

The plaintiff claims £

(Signed)
Delivered

SECTION VI.

Actions claiming Injunctions, Damages, or Declarations of Right founded on Wrongs.

No. 1.

The plaintiff has suffered damage by the defendant wrongfully depriving the plaintiff of two casks of oil by refusing to give them up on demand (or, throwing them overboard out of a boat in Honiara). Conversion of goods.

(If any special damage is claimed, add)—

Particulars (fill them in).

The plaintiff claims £100.

(Signed)
Delivered

No. 2.

The defendant detained from the plaintiff the plaintiff's goods and chattels, that is to say, a lorry and 25 bags of copra. Detinue.

The plaintiff claims a return of the said goods and chattels or their value, and £10 for their detention.

(Signed)
Delivered

No. 3.

The plaintiff has suffered damage from personal injuries to the plaintiff and damages to his carriage, caused by the defendant or his servant on the 15th of January, 19 , negligently driving a motor vehicle in Mendana Avenue. Negligent driving.

Particulars of expenses, etc. £ s. d.
Charges of Mr. Smith, surgeon 10 10 0

Charges of Mr. Jones, (repairs to vehicle)	14 5 6
	£24 15 6

The plaintiff claims £150.

(Signed)

Delivered

No. 4.

Lord
Campbell's
Act.

The plaintiff, as executor of C.D., deceased, brings this action for the benefit of Eva the wife and William and Margaret and Dorothea, the children of C.D. (*as the case may be*), who have suffered damage from the defendant's negligence, in carrying the said C.D. by ship, whereby the said C.D. was killed in Gizo on the 15th of January, 19

Particulars pursuant to Statute are delivered herewith.

The plaintiff claims £500.

(Signed)

Delivered

No. 5.

Collision
of ships.

The plaintiff has suffered damage from injuries to his ship, the BETSY, and the cargo on board thereof, by a collision with the ship, the JANE, caused by the negligent navigation thereof by the defendant or his servant in Honiara Harbour, on the 1st of February, 1950.

Particulars of loss and expenses:—

1. Charges of Jones & Co., shipwrights, £450 2s.
2. Loss of use of ship from 1st of February, 1950, to 1st of March, 1950, £280.

Particulars of damage to cargo:—

(Insert them)

The plaintiff claims £

(Signed)

Delivered

No. 6.

Injunction,
etc., for
infringement
of patent.

The defendant has infringed the plaintiff's patent No. 14084, granted for the term of 14 years, from the 21st of May, 19 , for certain improvements in the manufacture of iron and steel, whereof the plaintiff was the first inventor.

The plaintiff claims an injunction to restrain the defendant from further infringement and £100 damages.

Particulars of breaches are delivered herewith.

(Signed)

Delivered

No. 7.

The defendant has infringed the plaintiff's copyright in a book entitled "The History of Rome". Damages for infringement of copyright.

Particulars of special damage are as follows:—

	£
Loss of sale of fifty copies	50
Loss of profit in the copyright	50
	£100

The plaintiff claims £100.

(Signed)

Delivered

No. 8.

1. The defendant has infringed the plaintiff's trade mark. Injunction, etc., for of trade mark.
2. The trade mark is *(describe it)*.
(If the plaintiff is not the original proprietor of the trade mark, show shortly how his title is derived.)

3. The following are the acts complained of, viz.:—

The plaintiff claims an injunction to restrain the defendant, his servants, and agents, from infringing the plaintiff's said trade mark, and in particular from *(stating any particular injunction sought)*.

The plaintiff also claims an account or damages.

(Signed)

Delivered

No. 9.

The plaintiff has suffered damages from the seduction and carnally knowing by the defendant of G.H. the (daughter and) servant of the plaintiff. Seduction.

Particulars of special damages are as follows:—

Loss of service from 1st of March to the 30th of November, 1930	£	s.	d.
Nursing and medical attendance		10	0
		110	0

The plaintiff claims £500.

(Signed)

Delivered

No. 10.

1. The plaintiff is the owner (*or, lessee*) and occupier of a house, 56 Harbour Road, in which are the following ancient lights:— Obstruction of lights.

- (1) The kitchen window in the basement on the south side.
- (2) The two back dining-room windows on the ground floor on the south side.

(3) The landing window and back-room window on the south side.

2. The defendant is erecting a building which will, if not stopped, materially diminish the light coming through the said windows.

The plaintiff claims an injunction to restrain the defendant, his contractors, servants, and workmen, from continuing the erection of the building, so as to obstruct or diminish the access of light to the said windows or any of them.

The plaintiff will also, if necessary, claim to have the said building pulled down, or damages for the injury he will sustain if the same is completed and not pulled down.

(Signed)

Delivered

No. 11.

Nuisance smells.

The plaintiff has suffered damage from offensive and pestilential smells and vapours caused by the defendant in the plaintiff's dwelling-house,

The plaintiff claims:—

(1) £50.

(2) An injunction to restrain the defendant from the continuance or repetition of the said injury or the committal of any injury of a like kind in respect of the same property.

(Signed)

Delivered

No. 12.

Fraudulent prospectus.

1. On 31st January, 1950, the defendant issued a prospectus to the public relating to the A.B. Company, Limited.

2. On February 1st, 1950, the plaintiff received a copy of this prospectus.

3. The plaintiff subscribed for 100 shares in the Company on the faith of this prospectus.

4. The prospectus contained misrepresentations, of which the following are particulars:—

(a) The prospectus stated "" whereas in fact.....

(b) The prospectus stated "" whereas in fact.....

(c) The prospectus stated "" whereas in fact.....

5. The defendant knew of the real facts as to the above particulars.

6. The following facts, which were within the knowledge of the defendant, are material, and were not stated in the prospectus.

(a)

(b)

7. The plaintiff has paid calls to the Company to the extent of £1,000.

The plaintiff claims:—

1. Repayment of £1,000 and interest.
2. Indemnity.

(Signed)

Delivered

No. 13.

The plaintiff has suffered damage from the defendants inducing the plaintiff to buy the goodwill and lease of the Kwong Hong Bar, by fraudulently representing to the plaintiff that the takings of the said bar, were £40 a week, whereas in fact they were much less, to the defendant's knowledge. Fraudulent sale of a lease.

Particulars of special damage:—

(Fill them in)

The plaintiff claims £

(Signed)

Delivered

No. 14.

The defendant maliciously and without reasonable and probable cause preferred a charge of larceny against the plaintiff before a magistrate causing the plaintiff to be sent for trial on the charge and imprisoned thereon in September 196 , at Honiara, where the plaintiff was acquitted. Malicious prosecution.

Particulars of special damage:—

Messrs. L. and L.'s bill of costs, £65.

Loss in business from January 1, 19 , to February 18, 19 , £100.

The plaintiff claims £500.

(Signed)

Delivered

SECTION VII.

ACTIONS FOR RECOVERY OF LAND, ETC.

No. 1.

1. The plaintiff is entitled to the possession of a plantation and premises called Ava Ava Plantation, near Honiara, which was let by the plaintiff to the defendant for the term of three years from the 29th of September, , which term has expired; or as tenant from year to Landlord against tenant whose term has expired etc.

year from the 29th September, , which said tenancy was duly determined by notice to quit, expiring on the 29th of September, , or which term has become liable to forfeiture for non-payment of £ for one quarter's (or as may be) rent due and payable the day of , 19 .

The plaintiff claims possession and £ for the rent aforesaid, and £50 for mesne profits.

(Signed)

Delivered

No. 2.

Heir-at-law
against
stranger.

1. The plaintiff is entitled to the possession of House No. 4 Mendana Avenue, Honiara.

2. On and before the of , 19 , A.B. was seised in fee and in possession of the premises.

3. On the of , 19 , the said A.B. died so seised, whereupon—

4. The estate descended to the plaintiff, his eldest son and heir-at-law, (or as the case may be).

5. After the death of the said A.B. the defendant wrongfully took possession of the premises.

The plaintiff claims:—

1. Possession of the premises.

2. Mesne profits from the of (at the rate of the annual rent at which the premises were left).

(Signed)

Delivered

APPENDIX D.

FORMS OF DEFENCE TO BE USED PURSUANT TO ORDER 21,
RULE 5.

SECTION I.

1. General Form.

19 . No.

In the High Court of the Western Pacific
(State territory)

Between ,

and

Plaintiff,

Defendant.

Defence.

The defendant says that:—

1. }
2. } (To be filled up in the manner exemplified in the following
3. } Forms)

(Signed)

Delivered

Counter-Claim.

The defendant says that:—

- 1. } (To be filled up in the manner exemplified in the following
- 2. } Forms)

The defendant counter-claims.

(Signed)
Delivered

Defence and Counter-claim.

Defence.

The defendant says:—

- 1. } (To be filled up)
- 2. }

Counter-claim.

The defendant repeats paragraph 2 of his defence, and says that:—

- 3. } (To be filled up)
- 4. }

The defendant counter-claims.

(Signed)
Delivered

- 2. Form of Title where new Party brought in. (Order 17, Rule 13)
- 19 . No.

In the High Court of the Western Pacific (State territory)

Between A.B.,

Plaintiff,

and

C.D.,

Defendant.

(By original Action)

And between the said C.D., Plaintiff,

and

The said A.B. and E.F., Defendants

(By Counter-claim).

SECTION II.

To actions
for adminis-
tration.

- 1. The defendants do not admit the plaintiff's claim.

(or)

The defendant A.B. admits the plaintiff's claim, but not assets.

(or)

The defendant C.D. admits assets, but not the plaintiff's claim.

- 2. The claim is barred by the Statute of Limitations.

(State which.)

- 3. Payment was made by deceased.

- 4. The claim is fraudulent in the following particulars:

(Set out particulars.)

Plaintiff,

Defendant.

in the following

ned)

Delivered

5. The defendant is entitled to a set-off, of which the following are particulars:

(Set out particulars.)

6. The claim was released by deed dated the _____ of _____, 19 _____.

7. The personal estate of the testator is sufficient to pay the plaintiff his debt if established.

8. The defendant is not heir-at-law or devisee of the deceased, or otherwise as the case may be.

(Signed)
Delivered

No. 1.

To actions for foreclosure by mortgagee.

1. The defendant did not execute the mortgage.
2. The mortgage was not assigned to the plaintiff (if more than one assignment is alleged, say which is denied).

3. The debt is barred by the Statute of Limitations.

4. Payments have been made, viz.—

10 July, 19 _____, £1,000.

18 October, 19 _____, £500.

5. The plaintiff took possession on the _____ of _____ and has received the rents ever since.

6. The plaintiff released the debt by deed, dated 1 June, 19 _____.

7. The defendant conveyed all his interest to A.B. by deed, dated November, 19 _____.

The defendant claims:—

- 1. Account.
2. Re-conveyance.

(Signed)
Delivered

No. 2.

To same by alleged second incumbrancer, who claims priority.

- 1.
2.
3.
4.
5.
6.

(As in preceding Form.)

7. By deed dated 1st June, 19 _____, the mortgagor A.B. mortgaged the property in question to the defendant to secure £5,000 and interest at 5 per cent per annum.

The defendant claims—

- 1. A declaration of priority and foreclosure (and a receiver).

(Signed)
Delivered

(If the plaintiff claims payment of the mortgage debt the defendant must, if he disputes his liability, show the grounds on which he does so as in other cases of debt; or he can claim indemnity against the owner of the Equity of Redemption under Order 18.)

No. 3.

1. The plaintiff's right to redeem is barred by the Statute of Limitations— *(State which.)* To actions for redemption.

2. The plaintiff assigned all interest in the property to A.B.

3. The defendant by deed, dated the _____ day of _____, assigned all his interest in the mortgage debt and property comprised in the mortgage to A.B.

4. The defendant never took possession of the mortgaged property, or received the rents thereof.

(If the defendant admits possession for a time only, he should state the time, and deny possession beyond what he admits.)

(Signed)

Delivered

No. 4.

1. The defendant did not enter into the agreement. To actions for specific performance.

2. A.B. was not the agent of the defendant *(if alleged by plaintiff)*.

3. The plaintiff has not performed the following conditions— *(Conditions)*.

4. The defendant did not—*(Alleged acts of part performance)*.

5. The plaintiff's title to the property agreed to be sold is not such as the defendant is bound to accept by reason of the following matters:—*(State why)*.

6. The Statute of Frauds has not been complied with.

7. The agreement is uncertain in the following respects—*(State them)*.

8. *(or)* The plaintiff has been guilty of delays;

9. *(or)* The plaintiff has been guilty of fraud *(or misrepresentation)*;

10. *(or)* The agreement is unfair;

11. *(or)* The agreement was entered into by mistake.

The following are particulars of (8), (9), (10), (11) *(or as the case may be)*.

12. The agreement was rescinded under Condition of sale No. 11 *(or by mutual agreement)*.

(Signed)

Delivered

(In cases where damages are claimed and the defendant disputes his liability to damages, he must deny the agreement or alleged breaches, or show whatever other ground of defence he intends to rely on, e.g., Statute of Limitations, accord and satisfaction, release, fraud, etc.)

SECTION III.

To Actions included in O. 3, r. 5, Classes (a), (b), (c), (d) and (e).
No. 1.

To actions
on bills of
exchange,
promissory
notes or
cheques.

1. The defendant did not accept the bill.
2. The defendant did not make the note.
3. The defendant did not draw the cheque.
4. The defendant did not indorse to A.B.
5. The defendant (*or* A.B.) did not indorse to the plaintiff.
6. The bill was not presented for payment.
7. The defendant had not due notice of dishonour.
8. The plaintiff was not the holder at the commencement of the action.
9. The bill was accepted (*or*, the note was made) for the accommodation of the defendant without consideration.
10. The bill was accepted for the accommodation of the drawer and indorsed to the plaintiff without consideration.
11. The bill was accepted and delivered to the drawer without consideration for the purpose of his getting it discounted for the defendant, and the drawer, in fraud of the defendant, and contrary to the said purpose, indorsed the bill to the plaintiff without consideration (*or*, with notice of the said fraud, *or*, overdue).
12. The defendant was induced to accept by the fraud of the drawer, who indorsed to the plaintiff without consideration (*or*, with notice of the fraud, *or*, overdue).

Particulars of the fraud are as follows:—

The drawer on or about the 15th of May, 19 , falsely and fraudulently stated to the defendant that he had shipped 20 tons of copra for the defendant on board the Ajax which he had not done.

13. The defendant accepted the bill (*or*, made the note) for and on account of the price of 50 tons of copra to be delivered by the plaintiff to the defendant by the 1st of May, 19 , and the plaintiff failed to deliver the goods.
14. The bill (*or*, note *or*, cheque) was rendered void after issue by a material alteration, viz., by the alteration of the date from the 21st of January to the 2nd of January.

(Signed)

Delivered

No. 2.

To actions
for any
simple
contract
debt other
than bills,
notes, or
cheques.

1. The defendant did not order the goods.
2. The goods were not delivered to the defendant.
3. The price was not £
(*or*)

), (d) and (e).

the plaintiff.

nour.
nncement of

made) for the
onsideration.

n of the drawer
eration.

drawer without
t discounted for
the defendant,
l the bill to the
rtice of the said

he fraud of the
ut consideration

, 19 , falsely
he had shipped
e Ajax which he

the note) for and
a to be delivered
of May, 19 ,
s.

l void after issue
ation of the date
nuary.

gned)
Delivered

dant.

4. }
5. } Except as to £ , same as {
6. }

7. The defendant (or, A.B., the defendant's agent) satisfied the claim by payment before action to the plaintiff (or, to C.D., the plaintiff's agent) on the of , 19 .

8. The defendant satisfied the claim by payment after action to the plaintiff on the of , 19 .

(Signed)
Delivered

No. 3.

- 1. The bond (or deed) is not the defendant's bond (or deed).
- 2. The defendant made payment to the plaintiff on the day according to the condition of the bond.
- 3. The defendant made payment to the plaintiff, after the day named and before action, of the principal and interest mentioned in the bond.

To actions on bonds or contracts under seal for the payment of a liquidated amount in money.

(Signed)
Delivered

No. 4.

- 1. The principal satisfied the claim by payment before action.
- 2. The defendant was released by the plaintiff giving time to the principal debtor, in pursuance of a binding agreement.

In actions on guarantees, whether under seal or not, where the claim against the principal is in respect of a debt or liquidated demand only.

(Signed)
Delivered

No. 5.

- 1. As to £150 parcel of the money claimed, the defendant is entitled to set off for goods sold and delivered by the defendant to the plaintiff.

To any action of Debt.

Particulars are as follows:

		£	s.	d.
19	, Jan. 25. To one ton of copra at £45	45	0	0
19	, Feb. 1. To one ton of copra at £45	45	0	0
	Total	£90	0	0

- 2. As to the whole, (or, as to £ parcel of the money claimed), the defendant made tender before action (or, on the day on which it fell due) of £ , and has paid the same into Court.

(Signed)
Delivered

GENERAL DEFENCES.

1. On 5th April, 19 , a motor bicycle was delivered by the defendant to and accepted by the plaintiff in discharge of the alleged cause of action.
(*or*, on 5th of April, 19 , an agreement between the plaintiff and the defendant, whereby it was agreed between the plaintiff and the defendant that the defendant should deliver the cargo of the *Mary* at Tulagi instead of at Honiara, as per charter-party of 1st March, 19 , was accepted in discharge of the alleged cause of action.)
2. The defendant became bankrupt.
3. The plaintiff became bankrupt before action, and the cause of action vested in the trustees of his property.
4. The defendant was covert at the time of making the alleged contract (*or*, contracting the alleged debt).
5. The defendant was an infant at the time of making the alleged contract (*or*, contracting the alleged debt).
6. The defendant as to the whole action (*or*, as to the sum of £ , parcel of the money claimed, *or*, as to the plaintiff's claim of the guarantee of the of , 19 , *or as the case may be*), has paid into Court £ , and says that sum is enough to satisfy the plaintiff's claim, (*or*, the plaintiff's claim herein pleaded to).
7. The causes of action were released by deed dated the 1st of May, 19 , between the plaintiff of the first part and the defendant of the second part.
8. The contract was rescinded (*or*, the defendant was exonerated by the plaintiff) before breach. Particulars are as follows:—An arrangement between the plaintiff and the defendant, made verbally on the 15th of April, 19 (*or*, by letter from the defendant to the plaintiff, and the answer of the plaintiff dated the 14th and 15th of April, 19).
9. The debt was barred by the Statute of Limitations (*state which*).
10. (17th) section of the Statute of Frauds has not been complied with.

(Signed)

Delivered

SECTION IV.

To Actions for Damages for Breach of Contract or Duty.

1. The defendant did not contract (*or*, promise, *or* agree) as alleged.
2. The defendant did not receive the goods for the alleged purpose (*or*, on the alleged terms).
3. The defendant did not receive the plaintiff as a passenger to be carried as alleged.
4. The defendant did not (*insert breaches denied*).

- 5. The defendant was not ready and willing to accept and pay for the goods (*or, to deliver the goods, or, as the case may be*).
- 6. There was contributory negligence on part of the plaintiff. Contributory negligence.
- 7. The plaintiff did not pay or tender the money for the carriage. Carriers.
- 8. The damage or loss occurred from the inherent vice (*or, bad condition when received*) of the goods (*or, as the case may be*).
- 9. The loss occurred by reason of the excepted perils mentioned in the charter-party (*or, bill of lading*), that is to say, the perils of the seas (*or, fire, or, as the case may be*).
- 10. The charter-party was cancelled pursuant to cancelling clause therein, the ships not having arrived at port of loading on or before 1st May, 19... Charter-parties.
- 11. The alleged liability of the defendant had ceased by reason of cesser clause in the charter-party, the cargo shipped having been worth more at the port of discharge than the freight or demurrage. Insurance.
- 12. The loss was not by the perils insured against.
- 13. The plaintiff was not interested in the subject-matter of the insurance.
- 14. The ship was not seaworthy at commencement of risk (*or, voyage*).
- 15. The plaintiff was not ready and willing to marry the defendant. Breach of promise.

(*Signed*)
Delivered

SECTION V.

To Actions claiming Injunctions, Damages, or Declarations of Right founded upon Wrongs.

No. 1.

- 1. Denial of the several acts (*or, matters*) complained of. To all actions for wrongs.
(*Signed*)
Delivered

No. 2.

- 1. The goods (*or chattels, or, as the case may be*) were not the plaintiffs. To actions for detention or conversion of chattels.
- 2. The goods were detained for a lien to which the defendant was entitled. Particulars are as follows:—
19... May 3. To carriage of the goods claimed from Tulagi to Honiara.

	£	s.	d.
45 tons at 2s. 	4	10	0

(*Signed*)
Delivered

No. 3.

To actions
for personal
bodily
injury to
carriages,
goods, or
animals by
trespass or
negligence.

1. The defendant did the acts complained of in necessary self-defence.
2. There were contributory negligence on the part of the plaintiff (or, the plaintiff's servant).

(Signed)

Delivered

No. 4.

To actions
for
infringement
of a patent.

1. The defendant did not infringe the patent.
2. The invention was not new.
3. The plaintiff was not the first or true inventor.
4. The invention was not useful.
5. (*Denial of any other matter of fact affecting the validity of the patent.*)
6. The patent was not assigned to the plaintiff.

(Signed)

Delivered

No. 5.

Copyright.

- (1) The plaintiff is not the author (assignee, etc., *as the case may be*).
- (2) The book was not registered.
- (3) The defendant did not infringe.

(Signed)

Delivered

No. 6.

Trade
Mark.

1. The trade mark is not the plaintiff's.
2. The alleged trade mark is not a trade mark.
3. The defendant did not infringe.

No. 7.

Lights.

1. The plaintiff's lights are not ancient (*or deny his other alleged prescriptive rights*).
2. The plaintiff's lights will not be materially interfered with by the defendant's buildings.

No. 8.

Nuisance.

1. The defendant denies that he or his servants pollute the water (*or do what is complained of*).

(*If the defendant claims the right by prescription or otherwise to do what is complained of, he must say so, and must state the grounds of his claim, i.e., whether by prescription, grant, or what.*)

2. The plaintiff has been guilty of laches, of which the following are particulars:—

- 1930. Plaintiff's factory began to work.
- 1931. Plaintiff came into possession.
- 1943. First complaint.

3. As to the plaintiff's claim for damages, the defendant will rely on the above grounds of defence, and says that the acts complained of have not produced any damage to the plaintiff. (If other grounds are relied on, they must be stated—e.g., the Statute of Limitations as to past damage.)

(Signed)
Delivered

No. 9.

- 1. The said A.B. was not the servant of the plaintiff.
- 2. The defendant did not seduce and carnally know the said A.B.

To actions
for
seduction.

(Signed)
Delivered

SECTION VI.

To Actions for Recovery of Land.

- 1. The defendant is in possession of the premises by himself or his tenant.
- 2. The defendant had no notice to quit.

(Signed)
Delivered

SECTION VII.

Counter-claims.

The defendant lent £500 to the plaintiff on 1st May, 19 .

The defendant counter-claims £500.

1. The defendant has suffered damage by the plaintiff's breach of a contract for the sale and delivery by the plaintiff to the defendant of 5,000 tons of copra at £45 per ton f.o.b. at Honiara by equal monthly deliveries over the first five months of 19 .

2. The April and May instalments were not delivered.

Particulars of the damages:—

	£	s.	d.
Difference between market price in April and May and the contract price 2s. 6d. per ton on 2,000 tons	250	0	0
The defendant counter-claims £250.			

(Signed)
Delivered

APPENDIX E.

FORMS OF REPLY ETC., TO BE USED PURSUANT TO ORDER
21, RULE 5.

SECTION I.

General Form.

19 . (*Here put the letter and number.*)

In the High Court of the Western Pacific.
(State territory)

Between

Plaintiff,

and

Defendant

Reply.

The plaintiff as to the defence says that—

- 1.
- 2.

The plaintiff as to the counter-claim says that—

- 1.
- 2.

(Signed)

Delivered

Reply.

To actions on a guarantee to which defence raised of time given to the principal and counter-claims for non-delivery of goods. The plaintiff as to the defence says that—

1. He joins issue.
2. The agreement giving time to the principal expressly reserved remedies against the surety.

The plaintiff as to the counter-claim says that—

1. The defendant was not ready and willing to accept and pay for the goods.

(Signed)

Delivered

SECTION II.

Example of a Statement of Claim, Defence, and Reply.

19 . (*Here put the letter and number.*)

In the High Court of the Western Pacific
(State territory)

Between A.B.,

Plaintiff,

and

C.D.,

Defendant.

Statement of Claim.

The plaintiff's claim is for work done and materials provided by the plaintiff for the defendant at his request.

Particulars:—

	£	s.	d.
1960. January 1 to 31 May.—To rebuilding house at Gizo, as per contract dated the 24th December, 1959	3,400	0	0
To extras as per account delivered	243	0	0
	<u>3,643</u>	<u>0</u>	<u>0</u>
Paid on account	3,000	0	0
Balance	<u>£643</u>	<u>0</u>	<u>0</u>

Plaintiff,

Defendant

The plaintiff also seeks to recover interest on the above balance from the 31st May, 1960, till payment or judgment.

(Signed)

Delivered

(Heading as in General Form.)

Defence and Counter-claim.

Defence.

The defendant says that—

1. Except as to £200, parcel of the money claimed, the architect did not grant his certificate pursuant to the contract.

2. As to £200, parcel of the money claimed the defendant brings (or has brought) into Court £200, and says that sum is enough to satisfy the plaintiff's claim herein pleaded to.

Counter-claim.

The defendant says that—

1. The contract contained a clause whereby it was provided that the plaintiff should complete the works by the 31st of March 1960, or in default pay to the defendant £1 a day for every subsequent day during which the works should remain unfinished, and they so remained unfinished for sixty-one days to the 31st of May.

The defendant counter-claims £61.

(Signed)

Delivered the 22nd of January,

19

(Heading as in General Form.)

Reply.

The plaintiff says that—

1. As to the first paragraph of the defence, he joins issue.

2. As to the second paragraph thereof, the plaintiff accepts the

£

in satisfaction.

Plaintiff,

Defendant.

The plaintiff as to the counter-claim says that—

3. The liquidated damages were waived by ordering extras and material alteration in the works.

4. The defendant waived the liquidated damages by preventing the plaintiff from having access to the premises till a week after the agreed time.

(Signed)

Delivered the 5th of February,
19 .

SECTION III.

Defence, including an Objection in Point of Law

(O. 27, r. 2).

No. 1.

(Heading.)

Defence.

To action on a guarantee for the price of goods. The defendant says that—

1. The goods were not supplied to E.F. on the guarantee.

2. The defendant will object that the guarantee discloses a past consideration on the face of it.

(Signed)

Delivered.

No. 2.

(Heading.)

Defence.

To action for verbal slander actionable only by reason of special damage. The defendant says that—

1. The defendant did not speak or publish the words.

2. The words did not refer to the plaintiff.

3. The defendant will object that the special damage stated is not sufficient in point of law to sustain the action.

(Signed)

Delivered.

No. 3.

(Heading.)

Defence.

To action on a marine policy stated to contain clauses that the policy was to be proof of interest and without benefit of salvage. The defendant says that—

1. The defendant did not make the policy.

2. The loss was not by the perils insured against.

3. The defendant will object that the policy was avoided.

(Signed)

Delivered.

APPENDIX F.

FORMS OF JUDGMENT.

No. 1.

DEFAULT OF APPEARANCE AND DEFENCE IN
CASE OF LIQUIDATED DEMAND

R.S.C.

(O. 13, r. 3; O. 29, r. 2, 3).

19 . (Here put the letter and number).

In the High Court of the Western Pacific
(State territory)

Between A.B.,

, Plaintiff,

and

C.D. and E.F.

Defendants.

The day of , 19 .

The defendant (*if the defendant resides abroad, add "residing out of the jurisdiction," or if service was substituted, add "having been served by substituted service" and*) not having appeared to the writ of summons herein (*or, not having delivered any defence*), it is this day adjudged that the plaintiff recover against the said defendant £ and £ costs.

The above costs have been allowed at £ as appears by an order of the Court dated the day of 19 .

No. 2.

INTERLOCUTORY JUDGMENT IN DEFAULT
WHERE DEMAND UNLIQUIDATED

R.S.C.

(O. 13, r. 5).

(Heading as in Form 1).

The day of , 19 .

No appearance having been entered to the writ of summons (*or no defence having been delivered by the defendant*) herein.

It is this day adjudged that the plaintiff recover against the defendant the value of the goods or damages, (*or both, as the case may be*) to be assessed.

No. 3.

INTERLOCUTORY AND FINAL JUDGMENT IN
DEFAULT WHERE DEMAND UNLIQUIDATED

R.S.C.

(O. 13, r. 5).

(Heading as in Form 1.)

The day of , 19 .

No appearance having been entered to the writ of summons (*or, no defence having been delivered by the defendant*) herein,

It is this day adjudged that the plaintiff recover against the defendant (the value of the goods or damages, or both, as the case may be) to be assessed.

The amount found due to the plaintiff under this judgment having been certified at the sum of £ :

It is adjudged that the plaintiff recover against the defendant and costs.

The above costs have been allowed, etc., (*as in Form No. 1, supra*).

No. 4.

R.S.C.

DEFAULT JUDGMENT IN DETINUE

(O. 13, r. 5-7; O. 29, r. 4-6).

(*Heading as in Form 1.*)

The day of , 19 .

The defendant not having appeared to the writ of summons herein (or not having delivered any defence), it is this day adjudged that the plaintiff do have a return of the chattels in the writ of summons (or statement of claim) mentioned and described as (*description of chattels*) or recover against the defendant their value to be assessed, and damages for their detention to be also assessed.

The value of the having been assessed at the sum of £ and the damages at the sum of ,

It is adjusted that the plaintiff recover from the defendant the sum of £ and costs.

The above costs have been allowed, etc., (*as in Form No. 1, supra*).

No. 5.

R.S.C. JUDGMENT IN DEFAULT OF APPEARANCE IN ACTION FOR RECOVERY OF LAND, DAMAGES AND COSTS.

(O. 13, r. 11).

(*Heading as in Form 1.*)

No appearance having been entered to the writ of summons herein, it is this day adjudged that the plaintiff recover possession of the land in the indorsement on the writ described as

And it is further adjudged that the plaintiff recover against the defendant damages to be assessed.

The amount found due to the plaintiff under this judgment having been certified at the sum of £ :

It is adjudged that the plaintiff recover against the defendant and costs.

The above costs have been allowed, etc., (*as in Form No. 1, supra*).

No. 6.

JUDGMENT AFTER APPEARANCE AND ORDER
UNDER O. 14, r. 1.

R.S.C.

(Heading as in Form 1).

The day of , 19 .

The defendant having appeared to the writ of summons herein, and the plaintiff having by the order of , dated the day of , 19 , obtained leave to sign judgment under Order 14, Rule 1, for (*recite order*).

It is this day adjudged that the plaintiff recover against the defendant £ (or, possession of the land in the indorsement of the writ described as) and £ costs.

The above costs have been allowed at £ , as appears by the order of the Court dated the day of , 19 .

No. 7.

JUDGMENT UNDER O. 14 (UNLIQUIDATED DEMAND).

R.S.C.

(Heading as in Form 1).

The day of , 19 .

The defendant having appeared to the writ of summons herein, and the plaintiff having by the order of , dated the day of , 19 , obtained leave to sign judgment under Order 14, Rule 1, for (*write order*).

It is this day adjudged that the plaintiff recover against the defendant (*damages, or as the case may be*) to be assessed.

The amount found due to the plaintiff under this judgment having been certified at the sum of £

It is adjudged that the plaintiff recover against the defendant £ and costs.

The above costs have been allowed at £ as appears by order of the Court dated the day of , 19 .

No. 8.

JUDGMENT UPON MOTION FOR JUDGMENT.

R.S.C.

(O. 42)

(Heading as in Form 1).

Dated and entered the day of 19
(*date of order of Court*).

This action having on the day of , 19 , come on before the Court on motion for judgment on behalf of the (*party moving the Court*) and the Court after hearing counsel for

The day of _____, 19____.

The plaintiff having by a notice in writing dated the _____ day of _____, 19____, wholly discontinued this action (*or* withdrawn his claim in this action as relates to—*or as the case may be*).

It is this day adjudged that the defendant recover against the plaintiff costs.

The above costs have been allowed at £____, as appears by an order of the Court dated the _____ day of _____, 19____.

No. 12.

JUDGMENT FOR PLAINTIFF'S COSTS AFTER CONFESSION OF DEFENCE. R.S.C.

(O. 26, r. 3).

(*Heading as in Form 1*).

The _____ day of _____, 19____.

The defendant in his statement of defence herein having alleged a ground of defence which arose after the commencement of this action, and the plaintiff having on the _____ day of _____, 19____, delivered a confession of that defence.

It is this day adjudged that the plaintiff recover against the defendant costs.

The above costs have been allowed at £____ as appears by an order of the Court dated the _____ day of _____, 19____.

No. 13.

JUDGMENT ON MOTION AFTER TRIAL OF ISSUE. R.S.C.

(O. 42, r. 3).

(*Heading as in Form 1*).

Dated and entered the _____ day of _____, 19____.

The issues or questions of fact arising in this action (*or* cause or matter) by the order dated the _____ day of _____ ordered to be tried before _____ having on the _____ day of _____ been tried before _____ and the _____ having found _____ . Now on motion before the Court for judgment on behalf of the _____, the Court having

It is this day adjudged that the _____ recover against the _____ the sum of £____ and costs.

The above costs have been allowed at £____, as appears by an order of the Court dated the _____ day of _____, 19____.

APPENDIX G.

FORMS OF WRITS (O. 45, r. 13).

No. 1.

R.S.C.

WRIT OF FIERI FACIAS

(O. 45).

19 .

B. No.

In the High Court of the Western Pacific
(State territory)

Between A.B.,

Plaintiff,

and

C.D.,

Defendant.

ELIZABETH II, by the grace of God, of the United Kingdom of Great Britain and Northern Ireland and of her other Realms and Territories Queen, Head of the Commonwealth, Defender of the Faith.

We command you that of the goods and chattels of C.D. in your bailiwick you cause to be made the sum of £ and also interest thereon at the rate of £ per centum per annum from the day of , † which said sum of money and interest were lately before us in our Court in a certain action (or matter there depending intituled "In the matter of etc.," or as the case may be) wherein A.B. is plaintiff and C.D. defendant by a judgment (or order, as the case may be) of our said Court, bearing date the day of , adjudged (or ordered, as the case may be) to be paid by the said C.D. to A.B., together with certain costs in the said judgment (or order, as the case may be) mentioned, in the sum of £ as appears by the said judgment. And that of the goods and chattels of the said C.D. in your bailiwick you further cause to be made the said sum of £ (costs) together with interest thereon at the rate of £5 per centum per annum from the day of † and that you have that money and interest before us in our said Court immediately after the execution hereof to be paid to the said A.B. in pursuance of the said judgment (or order, as the case may be). And in what manner you shall have executed this our writ make appear to us in our said Court immediately after the execution thereof. And have there then this writ.

† day of the judgment or order, or day on which money directed to be paid, or day from which interest is directed by the order to run, as the case may be.

Witness of the Court the day of in the year of our Lord One thousand nine hundred and

Indorsement.

Levy £ and £ for costs of execution, etc., and also interest on £ at £5 per centum per annum from the day of , 19 , until payment; besides Sheriff's poundage, officers' fees, costs of levying, and all other legal incidental expenses.

This writ was issued by _____ of _____ agent for
 advocate for the _____ who resides at.
 The _____ is a _____ and resides at
 in your bailiwick.

No. 2.

FIERI FACIAS ON ORDER FOR COSTS.

R.S.C.

(O. 45, r. 18).

19 . . . B. No.

In the High Court of the Western Pacific
 (State territory)

Between A.B.,

Plaintiff,

and

Defendant,

C.D.,

ELIZABETH II, etc. (as in Form No. 1.)

To the Sheriff of _____ greeting:

We command you, that of the goods and chattels of _____ in
 your bailiwick you cause to be made the sum of £ _____ for certain
 costs which by an order of our Court dated the _____ day of _____,
 19 _____, were ordered to be paid by the said _____ to

and which have been allowed at the said sum, and interest on
 the said sum at the rate of £5 per centum per annum from the _____ day
 of _____, 19 _____, and that you have the said sum and interest
 before us in our said Court, immediately after the execution hereof, to
 be rendered to the said _____ . And in what manner, etc.

And have there then this writ.

Witness _____ of the Court the _____ day of _____ in
 the year of our Lord One thousand nine hundred and _____

(Indorse writ as in Form 1, supra).

No. 3.

WRIT OF POSSESSION AND F.I.F.A

R.S.C.

(O. 49, r. 3).

(Title as in No. 1, supra)

ELIZABETH THE SECOND, etc. (as in Form No. 1).

(1) "Judgment" or "order".

To the Sheriff of _____, greeting:

Whereas lately by a (1) of the _____ Court, dated the
 day of _____, it was

- (2) _____ that the
- (3) _____ recover possession of all that
- (4) _____ with the appurtenances in your bailiwick:

(2) "Adjudged" or "ordered".
 (3) "Plaintiff", or as may be.
 (4) Describe premises as in judgment or order.

Therefore we command you that you enter the same, and without delay
 you cause the said _____ to have possession of the said land
 and premises with the appurtenances. And we further command you
 that of the goods and chattels of the said _____ in your bailiwick,

you cause to be made the sum of £ and also interest thereon at the rate of £5 per centum per annum, from the day of which said sum of money and interest were in the said action by the (5) to be paid by the said to together with certain costs in the said (6) mentioned,

(5) "Judgment therein adjudged" or "order dated the day of ordered".

And that of the goods and chattels of the said (6) Judgment" or "order".

(7) Costs. in your bailiwick you further cause to be made the said sum of £ (7) together with interest thereon at the rate of £5 per centum per annum from the day of , and that you have that money and interest before us in our said Court immediately after the execution hereof to be paid to the said in pursuance of the said (8) . And in what (8) "Judgment" or "order". manner you have executed this our writ make appear to us in our Court immediately after the execution thereof. And have there and then this writ.

Witness, &c.

This writ was issued by of agent for of advocate for the who resides at The defendant is a and resides at in your (9) "Plaintiff" or as may be. bailiwick.

(10) If for part only of premises, say "described as". Cause possession to be delivered to the (9) of the within-mentioned premises (10)

And levy £ and interest at £5 per centum per annum, from the day of 19 , and £ for costs of execution, besides poundage fees and expenses of execution.

No. 4.

R.S.C.

WRIT OF POSSESSION.

(O. 49, r. 1).

ELIZABETH THE SECOND, &c. (*as in Form No. 1*).

To the Sheriff of greeting:

Whereas lately in our Court of the by a judgment of the Court, dated the day of 19 , (A.B. recovered) *or* (E.F. was ordered to deliver to A.B.) possession of all that with the appurtenances in your bailiwick: Therefore, we command you that you enter the same, and without delay you cause the said A.B. to have possession of the said land and premises with the appurtenances. And in what manner, &c. And have you there then this writ.

Witness, &c.

(Indorsement. This writ was issued by, &c.)

No. 5.

WRIT OF DELIVERY (1). RETURN OF CHATTELS
ALONE.

R.S.C.

(O. 50, r. 2).

(Title as in No. 1, supra)

ELIZABETH THE SECOND, by the grace of God, etc.

To the Sheriff of

, greeting:

We command you, that without delay you cause the following chattels, namely (*enumerate the chattels recovered by the judgment for the return of which execution has been ordered to issue*), to be returned to A.B., which the said A.B. lately (recovered against C.D., or which C.D. was ordered to deliver to the said A.B.) in this action by a (judgment, or order), dated the day of 19 . And we further command you, that if the said chattels cannot be found in your bailiwick, you distraint the said C.D. by all his lands and chattels in your bailiwick, so that neither the said C.D. nor anyone for him do lay hands on the same until the said C.D. render to the said A.B. the said chattels. And in what manner you shall have executed this our writ make appear to us in our said Court immediately after the execution hereof.

And have there then this writ.

Witness, etc.

INDORSEMENT.

Give delivery of chattels specified, and whether the same can be delivered or not, levy £ for costs of execution besides officers' fees, costs of levying and all other legal incidental expenses. This writ was issued by (*Advocate's name and address*),
Advocate for
who resides at . The defendant is
a (*description*), and resides at
in your bailiwick.

No. 6.

WRIT OF DELIVERY (2). RETURN OF CHATTELS,
DAMAGES AND COSTS.

R.S.C.

(O. 50, r. 2).

ELIZABETH THE SECOND, by the grace of God, etc.

To the Sheriff of

, greeting:

We command you that without delay you cause the following chattels, namely (*enumerate chattels recovered by the judgment for the return of which execution has been ordered to issue*), to be returned to A.B. which the said A.B. lately (recovered against C.D., or which C.D. was ordered to deliver to the said A.B.) in this action by a (judgment or order) dated the day of , 19 . And we further command you that if the said chattels cannot be found in your bailiwick

you distrain the said C.D. by all his lands and chattels in your bailiwick so that neither the said C.D. nor anyone for him do lay hands on the same until the said C.D. render to the said A.B. the said chattels. And we further command you that of the goods and chattels of the said C.D. in your bailiwick you cause to be made the sum of £ for damages and also interest thereon at the rate of £5 per centum per annum from the day of , 19 , which sum of money and interest were by the said (judgment *or* order) adjudged to be paid by the said C.D. to the said A.B. together with costs. And that of the goods and chattels of the said C.D. in your bailiwick you further cause to be made the sum of £ , being the costs aforesaid allowed by the Court as appears by an order of the Court, together with interest thereon at the rate of £5 per centum per annum from the day of , 19 , and that you have that money and interest before us in our said Court immediately after execution hereof to be paid to the said A.B. in pursuance of the said (judgment *or* order). And in what manner you shall have executed this our writ make appear to us in our said Court immediately after execution hereof. And have there then this writ.

Witness, etc.

INDORSEMENT.

Give delivery of chattels specified. And levy £ for damages and costs and £ for costs of execution, and also interest on £ at per centum per annum from day of , 19 , until payment, besides Sheriff's poundage, officers' fees, costs of levying and all other legal incidental expenses.

This writ was issued by (*Advocate's name and address*). Advocate for , who resides at . The defendant is a (*description*), and resides at , in your bailiwick.

No. 7.

R.S.C. WRIT OF DELIVERY (3). CHATTELS OR ASSESSED VALUE, DAMAGES AND COSTS.

(O. 50, r. 2).

(*Title as in No. 1, supra*)

ELIZABETH THE SECOND, by the grace of God, etc.

To the Sheriff of , greeting:

We command you that without delay you cause the following chattels, namely (*enumerate chattels recovered by the judgment for the return of which execution has been ordered to issue*), to be returned to A.B., which the said A.B. lately (recovered against C.D. *or* which C.D. was ordered to deliver to the said A.B.) in this action by a (judgment *or* order) dated the day of , 19 . And we further command you, that if the said chattels cannot be found

your bailiwick
hands on the
chattels. And
of the said C.D.
£ for
per centum per
of money and
to be paid by
of the goods
use to be made
y the Court as
thereon at the

e us in our said
he said A.B. in
at manner you
our said Court
this writ.

in, your bailiwick, you cause to be made of the goods and chattels of the said C.D. in your bailiwick £ being the assessed value of the said chattels. And we further command you that of the goods and chattels of the said C.D. in your bailiwick, you cause to be made the sum of £ for damages and also interest thereon at the rate of £5 per centum per annum from the day of , 19 , which sum of money and interest were by the said (judgment *or* order) adjudged to be paid by the said C.D. to the said A.B., together with costs. And that of the goods and chattels of the said C.D. in your bailiwick you further cause to be made the sum of £ being the cost aforesaid allowed by an order of the Court, together with interest thereon at the rate of £5 per centum per annum from the day of , 19 , and that you have that money and interest before us in our said Court immediately after execution hereof to be paid to the said A.B. in pursuance of the said (judgment *or* order). And in what manner you shall have executed this our writ make appear to us in our said Court immediately after execution hereof. And have there then this writ.

Witness, etc.

INDORSEMENT.

for
ution, and also
num from
sides Sheriff's
legal incidental

ress). Advocate
a (description),

Give delivery of chattels specified, if found in your bailiwick, or, if not so found, levy £ their assessed value. And levy £ for damages and costs and interest thereon at £ per centum per annum, from the day of 19 , until payment, together with £ for costs of execution, besides Sheriff's poundage, officer's fees, costs of levying and all other legal incidental expenses.

The writ was issued by (*Advocate's name and address*), Advocate for the said A.B., who resides at in your bailiwick.

No. 8.

WRIT OF ATTACHMENT.

R.S.C.

(O. 47).

(*Title as in No. 1, supra*)

ELIZABETH THE SECOND, by the grace of God, &c.

(*as in Form No. 1*)

e of God, etc.
, greeting:
se the following
udgment for the
be returned to
, or which C.D.
by a (judgment
, 19 .
cannot be found

To the Sheriff of , greeting:
We command you to attach C.D. so as to have him before us in the High Court as well touching a contempt which he it is alleged hath committed against us, as also such other matters as shall be then and there laid to his charge, and further to perform and abide such order as our said Court shall make in this behalf and hereof fail not, and bring this writ with you.

Witness, &c.

No. 9.

R.S.C.

BENCH WARRANT

(Title as in No. 1, supra)

Whereas it is certified to me by the proper officer in that behalf that an order was made on the day of , 19 , by the Hon. Mr. Justice that the above-named be committed to Her Majesty's Prison at until further order for not complying with the order of the Hon. Mr. Justice dated day of , 19 , and that the said is still in contempt in failing to comply therewith. These are therefore to command you forthwith to apprehend the said and detain him until the arrival of the Bailiff.

Dated

(Signed and sealed)

Judge of H.M. High Court

To , Bailiff of

and to all constables

and other peace officers whom it may concern.

No. 10.

R.S.C.

WRIT OF SEQUESTRATION

(O. 46, r. 1).

(Title as in No. 1, supra)

ELIZABETH THE SECOND, by the grace of God, etc.

*(as in Form No. 1)*To *(names of not less than two Commissioners)* greeting:

Whereas lately in the High Court in a certain action there depending, wherein A.B. is plaintiff and C.D. and others are defendants (*or, in a certain matter then depending, intituled "In the matter of E.F.," as the case may be*) by a judgment (*or order, as the case may be*) of our said Court made in the said action (*or matter*) and bearing date the day of , 19 , it was ordered that the said C.D. should pay into Court to the credit of the said action the sum of £ , (*or, as the case may be*). Know ye, therefore, that we, in confidence of your prudence and fidelity, have given, and by these presents do give to you, (*or any two of you*), full power and authority to enter upon all the messuages, lands, tenements, and real estate whatsoever of the said C.D. and to collect, receive, and sequester into your hands not only all the rents and profits of his messuages, lands, tenements, and real estate, but also all his goods, chattels, and personal estates whatsoever; and therefore we command you, (*or any two of you*), that you do at certain proper and convenient days and hours, go to and enter upon all the messuages, lands, tenements,

and real estate of the said C.D., and that you do collect, take, and get into your hands not only the rents and profits of his said real estate, but also all his goods, chattels, and personal estate, and detain and keep the same under sequestration in your hands until the said C.D. shall (pay into Court to the credit of the said action the sum of £ , or, as the case may be) clear his contempt, and our said Court make other order to the contrary.

Witness, &c.

(Indorsement. This writ is issued by, &c.)

APPENDIX H.
SUMMONSES AND ORDERS.

No. 1.

SUMMONS (GENERAL FORM).

(O. 57, r. 13).

R.S.C.

, 19 . (Here put the letter and number).

IN THE HIGH COURT OF THE WESTERN PACIFIC.

(State territory).

Between *Plaintiff,*
and *Defendant.*

Let all parties concerned attend the Judge in Chambers on day, day of , 19 . at o'clock in the noon, on the hearing of an application on the part of .

Dated the day of , 19 .

This summons was taken out by of , advocate for ,

To

No. 2.

GENERAL FORM OF ORIGINATING SUMMONS.

(O. 57, r. 4).

R.S.C.

, 19 . (Here put the letter and number).

IN THE HIGH COURT OF THE WESTERN PACIFIC

(State territory)

(If the question to be determined arises in the administration of an estate or a trust, entitle it also in the matter of the estate or trust.)

Between A.B., *Plaintiff,*
and
C.D. *Defendant.*

Let _____ of _____ in the _____ of _____ within eight days after service of this summons on him, inclusive of the day of such service, cause an appearance to be entered for him to this summons, which is issued upon the application of _____ of _____ in the _____ of _____ who claims to be (*state the nature of the claim*), _____ for the determination of the following questions: (*State the questions.*)

Dated the _____

This summons was taken out by _____ advocate for the above-named.

The defendant may appear hereto by entering appearance either personally or by advocate at the Registry.

No. 3.

ORIGINATING SUMMONS NOT *INTER PARTES*.

R.S.C.

(O. 57, r. 4).

, 19 ____ . (*Here put the letter and number.*)

IN THE HIGH COURT OF THE WESTERN PACIFIC
(State territory)

In the matter of _____

And _____

In the matter of (*or as the case may be*).

Let _____ of _____ in the _____ of _____ within eight days after service of this summons on him, inclusive of the day of such service, cause an appearance to be entered for him to this summons, which is issued upon the application of _____ of _____ of _____ in the _____ of _____ for an order that (*state the object of the application*).

Dated the _____

This summons was taken out by _____ of _____, advocate for the above-named.

The respondent may appear hereto by entering appearance either personally or by advocate at the Registry.

No. 4.

NOTICE OF APPOINTMENT TO HEAR ORIGINATING
SUMMONS (O. 57, r. 6 (1))

R.S.C.

, 19 ____ . (*Here put the letter and number.*)

IN THE HIGH COURT OF THE WESTERN PACIFIC
(State territory)

(*If the question to be determined arises in the administration of an estate or a trust, entitle it also in the matter of the estate or trust.*)

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within
inclusive of the day
for him to this
of
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termination of the

advocate for the
appearance either

PARTES.

ter and number).

within
inclusive of the
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for an order that

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tter and number).

administration of
e estate or trust.)

Between A.B., *Plaintiff,*
and
C.D. *Defendant.*

To (*insert the name of the defendant or respondent*). Take notice that you are required to attend the Judge in Chambers at the on the day of , 19 , at o'clock in the noon, for the hearing of the originating summons issued herein on the day of , 19 , and that if you do not attend in person or by advocate at the time and place mentioned, such order will be made and proceedings taken as the Judge may think just and expedient.

Dated, &c.

(Signed)
Advocate for the Plaintiff
(or Applicant)

No. 5.

FORM OF EX PARTE ORIGINATING SUMMONS.

(O. 57, r. 4).

R.S.C.

19 . (*Here put the letter and number*).

IN THE HIGH COURT OF THE WESTERN PACIFIC
(State territory)

In the matter of A.B. an infant (*or, as may be*).

Let all parties concerned attend before the in chambers, at , at the time specified in the margin hereof, on the hearing of an application on the part of the above-named A.B., an infant, by C.D. his next friend, that, &c.

This summons was taken out by of in the of (agents for) of in the of .

Advocate for the applicant.

No. 6.

INTERPLEADER SUMMONS BY SHERIFF.

(O. 59, r. 17).

19 . (*Here put the letter and number*).

IN THE HIGH COURT OF THE WESTERN PACIFIC
(State territory)

Let all parties concerned attend the Judge in Chambers, at , on day the day of , 19 at o'clock in the noon on the hearing of an application on the part of that

the plaintiff and the claimant appear and state the nature and particulars of their respective claims to the goods and chattels seized by the above-named Sheriff under writ of *fiery facias* issued in this action, and maintain or relinquish the same and abide by such order as may be made hereon, and that in the meantime all further proceedings be stayed.

Dated the _____ day of _____, 19 ____
 This summons was taken out by _____ of _____
 advocate for _____
 To _____

APPENDIX I.

PART I.

(O. 68, r. 1).

FEES ON SUMMONS, MOTIONS, ETC.

	£	s.	d.
DIVISION 1—CIVIL CAUSES			
On summons where the amount involved does not exceed £5	0	5	0
On summons where the amount involved exceeds £5 but does not exceed £10	0	10	0
On summons where the amount involved exceeds £10 but does not exceed £25	0	15	0
On summons where the amount involved exceeds £25 but does not exceed £50	1	0	0
On summons where the amount involved exceeds £50, for each £50 or part thereof (but not to exceed £20)	1	0	0
On summons or citation where judicial relief is sought but not the recovery of money or property and where the amount involved cannot be estimated	3	0	0
On judgment debtor summons	0	10	0
On interpleader, on the value of the property involved for each £100 or part thereof (but not to exceed £20)	1	0	0
On filing motion paper	0	10	0
On making verbal application to Registrar	0	15	0
On any amendment	0	5	0
On hearing: a fee of the same amount as the fee payable on the issue of a summons but if the Defendant admits the claim or makes default, half the amount of such fee.			

DIVISION 2—APPEALS IN CIVIL CAUSES

On filing motion for leave to appeal to the Court	0	10	0
On leave being granted to appeal to the Court	0	10	0

PART II.

(O. 68 r. 1).

FEEES ON AFFIDAVITS, APPLICATIONS, ETC.

DIVISION 1—EXECUTION IN CIVIL PROCEEDINGS

	£	s.	d.
On issuing writ of execution against property for less than £50	0	10	0
On issuing writ of execution against property for £50 or upwards	1	0	0
On issuing writ of possession	1	0	0

DIVISION 2—MISCELLANEOUS CIVIL MATTERS

	£	s.	d.
On every subpoena	0	2	0
On swearing affidavit or making declaration if not otherwise specifically charged (for each deponent)	0	4	0
On marking every exhibit or document annexed to an affidavit or declaration	0	2	0
On marking every exhibit or document put in evidence in any cause or matter before the Court or referee or arbitrator appointed by the Court or agreed on between the parties	0	2	0
On attesting signature of a document or execution of a deed for each document or deed and each copy thereof (irrespective of the number of parties)	0	5	0
On certifying a copy of a document as an office copy, if not otherwise specifically charged, for every 100 words	0	1	0
On affixing the seal of the Court to any document not in a proceeding	0	10	0
On granting certificate of purchase of land sold under a decree, for every £25, and also for every fractional part of £25, of the purchase money	0	5	0
On every formal decree	0	5	0
On every order drawn up, and every office copy of an order (if not otherwise specifically charged)	0	10	0
On filing any document	0	2	0
On payment of money into Court in satisfaction of claim, or the amount paid in	0	5	0
On issuing writ of habeas corpus	0	5	0
On warrant for prisoner to give evidence	0	10	0
On warrant for witness	0	10	0
On writ of foreign attachment	4	0	0

	<i>£ s. d.</i>
On warrant of arrest	0 10 0
On warrant or order of attachment against property where the value of the property does not exceed £50	0 10 0
On warrant or order of attachment against property, where the value of the property exceeds £50 but does not exceed £100	1 0 0
On warrant or order of attachment against property, where the value of the property exceeds £100	2 0 0
On order to show cause	0 5 0
On order of reference to referees, etc.	1 10 0
On the hearing of a reference before an official referee or deputy official referee, for every day or part of a day ...	3 0 0
On commission to take evidence	1 0 0
On justification of each surety	0 4 0
On every bond not otherwise specifically charged ...	0 10 0

PART III

(O. 68, r. 1).

FEES FOR PARTICULAR DUTIES.

DIVISION 1—SERVICE

For the service of writ of summons or sub-poena or any other process on each defendant or witness	0 5 0
In addition to the preceding fee where service is to be effected on any person more than two miles from the nearest Court House and where that journey is to be performed by land, a fee of 6d. per mile with a minimum fee of 6d. The amount of the fee payable under this item is to be calculated without reference to the return journey. In addition to the preceding fees, reasonable travelling expenses actually incurred by the officer effecting service.	
Preparing affidavit of service, by order of the Court ...	0 1 0
Swearing affidavit of service, by order of the Court ...	0 1 0

DIVISION 2—EXECUTION

Personal arrest, including arrest on order of committal or attachment	0 10 0
For execution of every writ or warrant against property ...	1 0 0
Man in possession, when necessary, each day	0 5 0

£ s. d.		£ s. d.
0 10 0	For sale under execution or distress warrant, including the receipt of the purchase money and delivery of the property.	
	On the amount of the purchase money	5 per cent
0 10 0	For conveying a person to prison from place of arrest, a fee not exceeding two shillings per day with reasonable travelling expenses actually incurred.	
1 0 0	For executing writ of possession or delivery	1 0 0
DIVISION 3—INTERPRETATION IN CIVIL CAUSES		
2 0 0	For interpreting any language except one in common use in the district, for each hour	1s. to 0 5 0
0 5 0		
1 10 0		
DIVISION 4—MISCELLANEOUS		
3 0 0	For taking and putting into writing the statement of any person by direction of the Court	2s. to 0 10 0
1 0 0	For taking inventory of property by direction of the Court for each day or part of a day	0 10 0
0 4 0	For searching the archives for not more than six months	0 2 0
0 10 0	For searching the archives for each period of six months or part thereof	0 2 0
	For officer of Court accompanying Judge or Referee to view land (besides travelling expenses) from each party	0 2 6
	For drawing bill of costs, when directed by the Court	0 2 0
0 5 0	And for each 100 words after the first 100 (each figure being counted as a word)	0 1 0
	For making a copy of any document or proceedings by the directions of the Court, including the making up of a record of appeal	0 2 0
	And for each 100 words after the first 100 (each figure being counted as a word)	0 1 0

Made this Eleventh day of December, 1964 .

Geoffrey G. Briggs, *Chief Justice*

G. P. Nazareth, *Attorney General*

Approved by the High Commissioner

R. S. Foster

SCHEDULE

PART I.

The Maintenance Orders (Facilities for Enforcement) Rules, B.S.I.P.
 The Maintenance Orders (Facilities for Enforcement) Rules, G.E.I.C.

PART II.

Column I.

The Rules and Regulations for procedure in Civil and Criminal cases contained in the Schedule to the Pacific Order in Council, 1893.

The Rules dated the 16th day of November, 1918 made by the High Commissioner with the assent of the Chief Judicial Commissioner under Article 102 of the Pacific Order in Council, 1893.

Column II.

Part A—"General" in so far as the said Part relates to civil proceedings Rules 9-51 inclusive and Forms B.I. to B.11 inclusive in Part B—"Civil."

The Scale of Fees with the exception of that part entitled Fees to be taken in Criminal Cases.

Rule 1 so far as it relates to Civil Cases.

Rule 2.